Policy wording

Business Choice

April 2026

Contents

Defined terms are **highlighted in bold blue** ▶ *see page 5 and the start of each section of cover for their meanings*

Welcome to AXA

Thank you for choosing AXA

Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **your** insurance broker.

Your policy

Your policy is divided into a number of sections. The sections of cover that apply are shown under 'Your cover summary' which is in the schedule. 'Your cover summary' contains a list of sections available, but only those shown as 'covered' apply. Where a section does not apply 'Your cover summary' will state that it is 'not covered'.

Your policy is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation of the risk to **us** in accordance with the law.

Your policy describes the cover for which **we** have accepted **your** premium. **Your** policy wording, schedule and any endorsements must be read together.

Your policy is renewable provided **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print.

Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

To help **you** understand the cover provided **we** have added 'What is covered' and 'What is not covered'.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the 'Policy conditions' and the 'Section conditions' at all times.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Data protection notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously.

For details of how **we** use the personal information we collect from **you** and **your** rights, please view **our** privacy policy at **www.axa.co.uk/privacy-policy**.

If **you** do not have access to the internet, please contact **us** and **we** will send **you** a printed copy.

Making a claim

All sections other than the 'Legal expenses section'.

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the 'Claims notification condition' and 'Claims procedures condition' within the 'Policy conditions'.

For legal expenses claims please refer to the 'Notification of claims condition' within the 'Legal expenses section' of **your policy**.

Please contact **your** insurance broker who will help **us** deal with **your** claim quickly and fairly.

Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read the 'Making a complaint' section.

Important phone numbers

AXA claims telephone helpline

For all Legal expenses claims	**0330 024 5346**
For all other claims	**0345 600 2715/6**

Glass replacement service* **0300 303 2944**

A quick and efficient service available 365 days a year.

IMPORTANT INFORMATION: The Glass replacement service is available for all AXA Business Choice policyholders and if **your policy** includes Glass cover, **you** may be able to claim for the replacement costs.

Legal and tax advice** **0330 024 5346**

You can use this Legal helpline service 24 hours a day, seven days a week to discuss any legal or taxation problem which happens in the **policy territories** and during the **period of insurance**. Please quote AXA Commercial when **you** call.

Emergency helpline*** **0330 024 5346**

Our 24 hour emergency helpline is there to help **you** in the event of an emergency occurring at **your** business premises, for which an emergency tradesperson is required. Please quote AXA Commercial when **you** call. AXA Assistance (UK) Limited will provide details of reputable tradespeople who will be able to help **you**.

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 quoted by the tradesperson. As this is a referral service, any agreement entered into will be between **you** and the tradesperson. AXA Assistance (UK) Limited cannot accept liability for the work carried out by the tradesperson.

* The Glass replacement service is provided by an AXA approved glazing and locks provider.

** These helplines are provided by Arc Legal Assistance Ltd and may be serviced by a third party under their management. 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.

*** The emergency helpline is provided by AXA Assistance (UK) Limited. AXA Assistance (UK) Limited is authorised and regulated by the Financial Conduct Authority. AXA Assistance (UK) Limited's firm register number is 439069.
Telephone calls may be monitored and recorded.

Meanings of defined terms

These meanings apply throughout **your policy**. They will be highlighted in bold blue print and will have the same meaning whether shown in the singular or plural.

There are additional defined terms within each section.

Alarmed building(s)

The building(s) or those portions of the building(s) used by **you** at the **premises** required to have an **intruder alarm system**.

Business

Business shown in **your** schedule.

Excess

First amount of any claim or claims, for which **you** are responsible.

Intruder alarm system

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

Key holder

You or any person or key holding company authorised by **you** who is available at all times to accept

1 notification of faults to

or

2 alarm signals from

the **intruder alarm system** and who will attend and allow access to the **premises**.

Period of insurance

Period from the start date to the expiry date of **your** cover shown in **your** schedule.

Policy

The policy wording, schedule, statement of fact and any endorsements attached or issued.

Policy territories

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

Premises

Premises shown in **your** schedule.

We/us/our

AXA Insurance UK plc.

You/your/yours/yourself

Person, persons, firm, company or organisation shown in your schedule as The insured.

Policy conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

1 Cancel **your policy**.

2 Declare **your policy** void (treating **your policy** as if it had never existed).

3 Change the terms of **your policy**.

4 Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

There are additional conditions under each section of cover.

Where **your policy** contains conditions that specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim **you** will be covered, and **we** will pay **your** claim, if **you** are able to prove that the non-compliance with the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Cancellation condition

1 **You** may cancel **your policy** at any time during the **period of insurance** by contacting **your** insurance broker.

2 **We** can cancel **your policy** for any reason by providing 14 days' notice in writing to **your** last known address.

Where **your policy** is cancelled in accordance with either of the above provisions, **we** will return part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

Additionally, **we** can cancel **your policy** immediately by providing written notice to **your** last known address if **you** fail to make payment

i directly to **us**, or

ii to **us**, **your** insurance broker, credit broker or finance provider where **you** are paying by instalments.

You will not be entitled to any return of premium where this happens.

If **your policy** is cancelled and a claim has been notified, paid or there has been any incident likely to lead to a claim during the current **period of insurance**, the annual premium remains due in full.

Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

We also have the right to cancel **your policy** in other circumstances as stated in the 'Fraud condition' or elsewhere within the 'Policy conditions'.

We do not have to offer renewal of **your policy**. If **we** do not offer renewal terms, cover will cease on the expiry date of **your policy**.

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** of any change

1 to the **business**

2 in the person, firm, company or organisation shown in **your** schedule as The insured

3 to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance.

Your policy will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

We do not have to accept any request to vary **your policy**.

If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claims notification condition

You must

1 as soon as practical

  a give **us** notice of any circumstances which might lead to a claim under **your policy**

  b give **us** all the information **we** request.

Defined terms are **highlighted in bold blue** ▶ *see page 5 and the start of each section of cover for their meanings*

2 immediately

a on receipt send **us** every letter, court order, summons or other legal document served upon **you**

b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **your policy**

c notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

We will not pay **your** claim where **you** have not complied with this condition.

Claims procedures condition

1 **You** must take or allow others to take practical steps to prevent further injury, loss or damage, recover property insured lost and otherwise minimise the claim.

2 At **your** expense **you** must provide **us** with

a full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require

b any assistance to enable **us** to settle or defend a claim

c details of any other relevant insurances.

3 **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** prior written consent.

4 Following a claim **you** must allow **us** or anyone authorised by **us**

a access to premises

b to take possession of, or request delivery to **us** of any property insured.

5 **You** may not abandon any property to **us**.

6 **We** will be allowed complete control of any proceedings and settlement of the claim.

7 **We** will continue to communicate directly with **you** regarding **your** claim, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims management company, to act on **your** behalf.

8 **We** will assess **your** claim based on **our** approved supplier's or loss adjuster's view and interpretation, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims management company, to act on **your** behalf.

We will not pay **your** claim where **you** have not complied with this condition.

Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition then

1 if the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premium, or

2 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium, or

3 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can

a reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable, and/or

b treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.

4 Where **we** elect to apply one of the above then
   a if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal
   b **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal
   c **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal

   depending on when the failure to make a fair presentation occurs.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you** knowingly

1 makes a fraudulent or exaggerated claim under **your policy**, or
2 makes a false statement in support of a claim (whether or not the claim itself is genuine), or
3 submits a false or forged document in support of a claim (whether or not the claim itself is genuine),

we may take one or more of the following actions

a refuse to pay the claim
b recover any sums **we** have already paid to **you** in relation to the claim
c cancel the **policy** from the date of the fraudulent act without any refund of premiums
d make **your policy** void and keep the premium
e share **your** information, or that of anyone acting for **you**, with the police, fraud prevention agencies and the Insurance Fraud Register (IFR). This may affect **your** future applications for insurance products.

For further information on how **your** details will be used please visit the IFR website **www.theifr.org.uk**.

Instalments condition

If **you** fail to pay a premium instalment to **us**, **your** insurance broker, credit broker or finance provider, this could result in **your policy** being cancelled. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full whether this is payable directly to **us**, **your** insurance broker, credit broker or finance provider.

Law applicable condition

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**.

Other insurance condition

If a claim is made under **your policy** and there is other insurance cover for which **you** are, or would but for this **policy** be entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

1 a proportionate share of the claim, or
2 an amount beyond that which is or would be payable under the other insurance policy.

Reasonable care condition

You must take reasonable steps to

1 prevent or protect against injury, loss or damage
2 keep **your** premises, machinery, plant and equipment and all other property insured in good condition and in full working order
3 remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises and/or activities of **your business** to carry out inspection or survey. **You** must complete any risk improvements that **we** ask for, within the period of time advised by **us** and ensure that all such improvements remain in place throughout the duration of this **policy**.

We will not pay **your** claim where **you** have not complied with this condition.

Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America and the sanctions laws of other territories to the extent they are applicable.

Subrogation (our rights) condition

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

1. the defence or settlement of any claim
2. steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

This contract is between **you** and **us**. The rights under this contract will not be enforceable by any other party because of the Contract (Rights of Third Parties) Act 1999.

Alarm condition

Your schedule will show if this condition applies.

Alarm condition

This condition of cover applies to

1 the Property damage, Business interruption and Money sections of **your policy** and to each of **your premises** where **your** schedule shows intruder alarm protection is required

2 the Specified all risks items at **your premises** where **your** schedule shows intruder alarm protection is required.

You must comply with the following condition to have the full protection of **your policy**. Non-compliance with this condition will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about this condition or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

For cover to operate in respect of **damage** following entry or attempted entry to or exit from the **alarmed building(s)** by forcible and violent means **you** must ensure that the following are complied with

1 An **intruder alarm system** with an acceptable type of remote signalling as shown in **your** schedule must be installed within 30 days from either

a the start date of **your policy** shown in **your** schedule, where intruder alarm protection is required from the start of the **policy**

b the date of changes to **your** cover shown in **your** schedule, where intruder alarm protection is required from the date of changes to **your** cover

c the date of changes to **your** cover shown in **your** schedule, where there is a change to the intruder alarm protection type required from the date of changes to **your** cover

and put into full and effective operation whenever the **premises** are closed for business or left unattended.

We will not regard the **intruder alarm system** as fully effective if **you** have had notice of the withdrawal of the police, telephone or central monitoring station service and the service has been withdrawn.

2 Alarm signalling must activate remotely to an alarm-receiving centre fully compliant with British Standard BS 5979 and operated by a company accredited and operating to a quality management system in accordance with EN International Organization for Standardization (ISO) 9000.

3 The **alarmed building(s)** must be protected by an **intruder alarm system** designed, installed and maintained to British Standard BS 4737 or European Norm EN 50131 including, where stipulated by **us** or the local police authority, British Standard BS 8243 for the installation of intruder alarm systems designed to generate confirmed alarms.

4 The intruder alarm installation and maintenance company must be both

a a member of an alarm inspectorate which is accredited by the United Kingdom Accreditation Service (UKAS) to EN 45011 or EN 45012

and

b recognised as an approved company by National Security Inspectorate (NSI) or Security Systems and Alarm Inspectorate Board (SSAIB) for the design, installation and maintenance of intruder alarm systems.

5 The **intruder alarm system** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance, as per the requirements of BS 4737 or EN 50131 with the installing company or such other company as agreed with **us**.

6 The **alarmed building(s)** will not be left unattended without **our** agreement

a unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals

Defined terms are **highlighted in bold blue** ▶ *see page 5 and the start of each section of cover for their meanings*

(including both alarm transmission systems for dual signalling systems) in full operation

b if the police have withdrawn their response to alarm activations.

If the alarm system is not fully operative **you** must make arrangements for the **premises** to be attended at **your** own cost until the **intruder alarm system** is fully operational.

7 **You** must keep all security codes for the **intruder alarm system** confidential and all codes and keys must be removed from the **premises** when they are left unattended.

8 **You** will appoint at least two **key holders** and give written details (which must be kept up to date) to the alarm company and either the police or the alarm-receiving centre.

9 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 for dual signalling systems, during any period the **intruder alarm system** is set a **key holder** will attend the **premises** as soon as reasonably possible.

If the alarm cannot be reset following the **key holder** attendance **you** must make arrangements for the **premises** to be attended until the **intruder alarm system** is fully operational.

10 In the event of **you** receiving any notification

a that the police attendance in response to alarm signals or calls from the **intruder alarm system** may be withdrawn, or the level of response reduced or delayed

b from a local authority or magistrate imposing any requirement for abatement of nuisance

c that the **intruder alarm system** cannot be returned to or maintained in full working order

you will tell **us** as soon as possible but in any event within seven days and comply with any subsequent requirements stipulated by **us**.

11 **You** must not make any changes to the alarm signalling shown in **your** schedule without **our** agreement.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion and/or malicious damage and/or theft or attempted theft and/or loss of money as a result of entry or attempted entry to or exit from the **alarmed building(s)** by forcible and violent means.

Minimum security standards condition

Minimum security standards condition

This condition of cover applies to the Property damage, Business interruption, Money and Specified all risks sections of **your policy** where **your** schedule shows they are covered.

You must comply with the following condition to have the full protection of **your policy**. Non-compliance with this condition will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about this condition or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

For cover to operate in respect of **damage** following entry or attempted entry to or exit from **your premises** by forcible and violent means **you** must ensure that the following minimum level of security must be installed and maintained at the **premises** and put into use whenever the **premises** are closed for business or left unattended.

Alternative minimum security protections can only be installed with **our** written permission

1 all external doors of the building(s) or any part of the building(s) used by **you** at **your premises** and

2 all internal doors in the building(s) that give access to any part of the building(s) not used by **you** for the purpose of the **business** must be secured as follows

   a timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to British Standards BS 3621 or European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations

   b aluminium doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303

   c UPVC doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts

   d the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom

   e metal roller shutters or composite roller shutters must be fitted with

      i two cylinder profile (pin bolt) locks welded as close as possible to the bottom of each side guide rail

      ii a heavy duty close shackle padlock and matching padlock bar conforming to at least Grade 4 of BS EN 12320:2001 centrally positioned and fitted through the bottom rail into a locking ring or stud fixed into concrete below ground level

   If there are any external electrically powered operating controls these must be secured within a welded steel box housing with a detachable or internally hinged steel cover plate of not less than 6mm thickness. The cover plate to be securely bolted or welded to the box housing and secured by a heavy duty padlock to at least Grade 4 of BS EN 12320:2001

3 all opening external basement, ground floor and other accessible windows (accessible includes a window that can be easily reached from an adjacent flat roof, a fire escape, balconies, canopies or down pipes), fanlights, roof lights, skylights must all be fitted with suitable and appropriate key operated window locks, installed in accordance with the manufacturer's recommendations. All louvered windows must have their louvers permanently fixed into place to ensure they cannot be removed from their fixings.

   This requirement does not apply to windows protected by solid steel bars, weld mesh or expanded metal grills securely fixed to the brickwork surrounding the window

4 any door or window officially designated by the local planning officer, local building control officer or as defined within **your** business fire risk assessment forming part of an emergency exit route, is excluded from the above requirements. The doors and windows must only be secured using suitable and appropriate internally operated quick release type of security devices, specifically designed for this purpose with mortice deadlocks conforming to BS 8621; panic bars/latches conforming to BS EN 1125

5 each item of electronic office equipment with an individual replacement value of £10,000 or more must be securely anchored to the desk, workstation or to the structure of the building in accordance with the following Loss Prevention Standard (LPS) requirements

   a in respect of electronic equipment such as PCs, laser printers or fax machines, all items must be secured in accordance with LPS 1214 requirements

   b in respect of electronic equipment such as blade servers, computer cabinets and security enclosures, all items must be secured in accordance with LPS 1175 requirements.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion and/or malicious damage and/or theft or attempted theft and/or loss of money as a result of entry or attempted entry to or exit from **your premises** by forcible and violent means.

Property damage section

Contents of this section

Meanings of defined terms

These meanings apply within **your** Property damage section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the policy defined terms that can be found within the 'Meanings of defined terms' section at the start of **your policy**.

Building(s)

The building(s), outbuilding(s), extensions, and garages together with landlords fixtures and fittings in or on them, foundations or footings, canopies, annexes, gangways, conveniences, chimneys, fire escapes, walls, gates and fences, yards, car parks, roads and pavements, piping, ducting, cables, wires and associated control gear, CCTV systems, entry and exit systems, signage accessories, Solar panels fixed and forming part of the **building(s)** and electric vehicle chargepoints fixed to **your building(s)**, their tethered cables and connectors on the **premises** and extending to the public mains, but only to the extent of **your** responsibility.

Business interruption

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of **damage** to property used by **you** at the **premises** for the purposes of the **business**.

Communicable disease

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

1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

 Defined terms are **highlighted in bold blue** ▶ *see page 5 and the start of each section of cover for their meanings*

3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Contents

Contents in and at **your premises** or held in trust by **you** for which **you** are responsible (including wines, spirits, cigarettes and tobacco held for entertainment purposes, promotional materials, leaflets and the like but not more than £2,500 in total value). Contents does not include **stock** and vehicles licensed for road use (including accessories on them).

In addition, and as long as they are not insured elsewhere, contents will include

1 **money** not exceeding £1,000

2 documents, manuscripts and accounting records, but only for the cost of the materials and clerical labour used in recompiling the records. This does not include any expense involved in the recreation of the information recorded

3 **computer systems** records, but only for the cost of the materials and clerical labour and computer time used in recompiling the records. This does not include any expense involved in the recreation of the information recorded

4 patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials used in their reinstatement

5 contents of outbuilding(s)

6 contents of open yards

7 tenants improvements, alterations and decorations

8 landlords fixtures and fittings

9 directors, partners, customers, visitors and employees' personal effects (other than motor vehicles and **money**) not exceeding £1,000 for any one person.

Cyber act

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

Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**

2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage

Physical loss or destruction or damage.

Data

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

Declared value

Your assessment in accordance with the Basis of claims settlement paragraphs **1**, **2** and **4** under 'What is covered' of this section, for the cost of reinstatement of the **building(s)** and cost of replacement of the **contents** applying at the start of the **period of insurance**.

Ignoring any increase in cost which may apply during the **period of insurance** but including an allowance for any additional costs to comply with public authority requirements, professional fees and debris removal.

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, **storm**, **flood**, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

Denial of service attack

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

Empty

Wholly unoccupied, more than 50% unoccupied or not in use by **you** for more than 30 consecutive days.

Flood

Damage caused by

1. the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
2. inundation from the sea
3. inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the **building(s)**

whether resulting from **storm** or not.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Money

Bills of exchange, uncrossed promissory notes, cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed postal orders, uncrossed money orders, uncrossed warrants, current postage stamps, unused units in franking machines, National Savings stamps, National Insurance stamps, trading stamps, gift tokens, gaming machine tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers, securities for money, travel warrants, crossed warrants, credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders and crossed money orders, crossed national giro bank orders, crossed promissory notes, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates.

Non-standard construction

Constructed of materials other than those detailed in the meaning of **standard construction**.

Phishing

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

Standard construction

Brick, stone, metal or concrete built and roofed with slates, tiles, metal or concrete, and plastic roof lights.

Stock

Stock and materials in trade, including work in progress, finished goods and customers goods in and at **your building(s)** or held in trust by **you** for which **you** are responsible.

Storm

Storm excluding damage by **flood**.

Terrorism

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

For Northern Ireland: 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.

For the Channel Islands and the Isle of Man and any territory outside the **policy territories**: 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.

Vermin

Rats, mice, squirrels, owls, pigeons, foxes, bees and wasps or hornets.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes, but is not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

Property damage cover

We will cover **you** for **damage** by any of the following Perils occurring during the **period of insurance** to any of the property detailed in **your** schedule. **We** will pay **you** for the value of the property at the time of its **damage** or for the amount of the **damage**, or at **our** option reinstate or replace the property or any part of it in accordance with the following Basis of claims settlement.

Basis of claims settlement

1 Claims for the total loss or destruction of **contents** will be settled on the basis of replacement of property similar to but no better or more extensive than the **contents** when new.

2 Claims for partial **damage** to **contents** 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, accounting records 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 taken in reproducing those records, but **we** will not cover

   a any expenses in connection with reproducing information to be recorded on them

   b the value to **you** of the information contained in them.

4 Claims for **damage** to the **building(s)** and tenants improvements insured as a specific item will be settled on the basis of rebuilding or replacement of the destroyed property or the repair or restoration of the damaged portion of the property in each case to a condition equal to but no better or more extensive than its condition when new.

5 Claims for **damage** to **stock** will be settled on the basis of its value at the time of loss or destruction with an adjustment for wear and tear.

You must declare to **us** at the start date of the **period of insurance** the sum insured for **stock**. Any claim for **damage** will be settled on this basis subject to

1 the value for those items will be calculated on this basis for the purpose of the Average condition

2 the maximum amount payable for 'Target stock', 'Stock in the open' and 'All other stock' will not exceed the sum insured for that item shown in **your** schedule.

The maximum **we** will pay under this section will not exceed

1 the sum insured for any one item or any other limit of liability shown in **your** schedule at the date of **damage**
2 the sum insured or limit remaining after deduction for any other **damage** occurring during the same **period of insurance** unless **we** have agreed to reinstate any of the sums insured or limits.

Day one average basis of settlement – buildings and contents

Subject to the following special conditions, the amount payable for **building(s)** and **contents** under the sums insured shown as the **declared value** in **your policy** schedule will be calculated on a Day one average basis as reinstatement of the damaged **building(s)** and **contents**.

For this purpose, reinstatement means

1 the rebuilding or replacement of damaged **building(s)** and **contents**, which provided **our** liability is not increased may be completed
   a in any manner suitable to **your** requirements
   b on a different site
2 the repair or restoration of damaged **building(s)** and **contents** in either case, to a condition equivalent to or the same as but not better or more extensive than its condition when new.

Provided that **you** have stated the **declared value**, shown in **your** schedule as the sum insured for each **building(s)** and **contents**, and the premium has been calculated accordingly.

Special conditions applicable to Day one average basis of settlement – buildings and contents cover

1 At the start of each **period of insurance** **you** must tell **us** the **declared value** of each **building(s)** and **contents**.

   Without this declaration the current **declared value** will be taken as the **declared value** for the next **period of insurance**.
2 If at the time of **damage** the **declared value** of the **building(s)** and **contents** **you** are claiming for is less than the cost of reinstatement at the start of the **period of insurance**, **our** liability for any **damage** will be proportionately reduced and will be limited to the proportion that the **declared value** bears to the cost of reinstatement.
3 **Our** liability for the repair or restoration of **building(s)** and **contents** damaged in part only, will not exceed the amount which would have been paid had the **building(s)** and **contents** been completely destroyed.
4 No payment will be made beyond the amount that would have been payable in the absence of this Day one average basis of settlement cover extension
   a unless reinstatement starts and proceeds without unreasonable delay
   b until the cost of reinstatement has been incurred
   c if the **building(s)** and **contents** at the time of the **damage** is insured by any other insurance which is not on the same basis of reinstatement.

If **you** do not comply with Special condition **4** or **you** decide not to reinstate the **building(s)** and **contents** in a condition equal to but not better or more extensive than its condition when new then this cover is cancelled and **our** and **your** rights and liabilities in respect of the **damage** will be subject to the following condition of average (underinsurance).

Condition of average (underinsurance)

The cover for each **building(s)** and **contents** is deemed to be subject to average i.e. if the **building(s)** and **contents** at the time of **damage** is valued at more than 115% of the **declared value** stated in **your** schedule, then **you** will be considered as self insured for the difference and will be responsible for a proportionate share of the loss.

Perils

1 a Fire excluding damage caused to any of the property insured by
      i explosion resulting from fire

- ii earthquake or subterranean fire
- iii its own spontaneous fermentation or heating
- iv its undergoing any heating process or any process involving the application of heat

b Lightning

c Explosion

- i of boilers used for domestic purposes only
- ii of any boilers or economisers at the **premises**
- iii of gas used for domestic purposes only

but excluding damage caused by explosion as a result of earthquake or subterranean fire.

2 Explosion excluding damage

- a caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only and belonging to or under **your** control
- b in respect of and originating in any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control which requires examination to comply with any statutory regulations, unless that vessel, machinery or apparatus is covered by a policy or other contract providing the required inspection service
- c by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

3 Aircraft or other aerial devices or articles dropped from them, excluding damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding damage arising from

- a confiscation, requisition or destruction by order of the government or any public authority
- b cessation of work.

5 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding damage

- a arising from confiscation, requisition or destruction by order of the government or any public authority
- b arising from cessation of work
- c (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - i damage by theft
  - ii damage where any building is **empty**
  - iii the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises**.

6 Earthquake.

7 Subterranean fire.

8 **Storm** excluding

- a damage by **flood** whether resulting from **storm** or otherwise
- b damage attributable solely to a change in the water table level
- c damage by frost, subsidence, ground heave or landslip
- d damage to movable property in the open, fences and gates
- e the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises**.

9 **Flood** excluding

- a damage attributable solely to a change in the water table level
- b damage by frost, subsidence, ground heave or landslip
- c damage to movable property in the open, fences and gates
- d the **excess** shown in **your** schedule for **flood** for each and every loss in respect of each separate **premises**.

10 Escape of water from any tank, apparatus or pipe excluding

- **a** damage by water discharged or leaking from any automatic sprinkler installation
- **b** damage where any building is **empty**
- **c** caused by or consisting of wet or dry rot
- **d** the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises**.

11 Impact by any road vehicle (including goods falling from them) or animals not belonging to **you** or under **your** control or any occupier of the **premises** or their respective employees.

12 Impact by any road vehicle (including goods falling from them) or animals belonging to **you** or under **your** control or any occupier of the **premises** or their respective employees excluding the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises**.

13 Accidental escape of water from any automatic sprinkler installation in the **building(s)** not caused by

- **a** freezing whilst the building is **empty**, if it is in **your** ownership or tenancy
- **b** explosion, earthquake, subterranean fire or heat caused by fire.

14 Fire only resulting from the property's own spontaneous fermentation or heating.

15 Theft or attempted theft

- **a** involving entry to or exit from the **building(s)** or any part of the **building(s)** used by **you** at the **premises** by forcible and violent means
- **b** following assault or violence or threat of violence, to **you** or any of **your** partners, directors or employees or any member of **your** family, or any other person lawfully at the **premises**

excluding

- **i** the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises**
- **ii** theft or attempted theft of property in the open or property not contained in a fully secured and locked building
- **iii** theft or attempted theft where any building is **empty**.

16 Escape of oil from any fixed heating installation excluding

- **a** damage where any building is **empty**
- **b** the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises**.

17 Any other **damage** occurring at **your premises** excluding

- **a** damage which is excluded under Perils **1** to **16** or under optional Peril **18** if covered or under 'What is not covered' of the Property damage section
- **b** damage caused by or resulting from
  - **i** wear and tear, the action of light or atmosphere, moths, **vermin** or insects
  - **ii** any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting
  - **iii** corrosion, rust, dampness, deterioration, dryness, wet or dry rot, shrinkage, marring, or scratching
  - **iv** wind, rain, hail, sleet, snow, dust or theft to boundary walls, gates, fences or moveable property in the open
  - **v** subsidence, ground heave or landslip of any part of the site on which the **building(s)** stands
  - **vi** the normal settlement or bedding down of new structures
- **c** damage to property caused by or consisting of
  - **i** inherent fault or defect, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials
  - **ii** faulty or defective workmanship, operational error or omission by **you** or any of **your** employees.

Defined terms are **highlighted in bold blue** ▶ *see page 5 and the start of each section of cover for their meanings*

But **we** will pay **you** for subsequent **damage** which results from a **defined peril** covered elsewhere in the section

d the collapse or cracking of **building(s)**

e the cost of normal maintenance, redecoration or repair

f damage caused by or consisting of

  i mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates

  ii joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them.

But **we** will pay **you** for subsequent **damage** which results from a **defined peril** covered elsewhere in the section

g the **excess** shown in **your** schedule.

Optional perils

18 Subsidence

Your schedule will show if this is covered.

We will cover **you** for **damage** to the property insured caused by subsidence, ground heave or landslip of any part of the site on which the **building(s)** stands, but **we** will not cover

a damage to yards, car parks, roads, pavements, walls, gates and fences unless a building covered under this section is also damaged at the same time by the same cause

b damage 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

c damage which originated before the start of this cover

d damage resulting from

  i demolition, construction, structural alteration or repair of any property

  or

  ii ground works or excavation at the **premises**

e the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises**.

Special condition applicable to Subsidence

You must notify **us** as soon as possible if **you** become aware of any demolition, ground works, excavation or construction being carried out on any adjoining site and **we** will then have the right to vary the terms or cancel the cover.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim for subsidence, ground heave or landslip.

Limit of cover

The most **we** will pay **you** for any item covered by this section is the sum insured shown in **your** schedule for each item.

Extensions of cover

Architects, surveyors, legal and consulting engineers fees cover

The cover provided for the **building(s)** and **contents** includes an amount for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent, in the reinstatement or repair of the property insured as a result of its **damage**, but **we** will not cover any costs or expenses for preparing any claim.

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

Capital additions cover

We will cover **you** for

1 any newly acquired and/or newly erected **building(s)** or **building(s)** under construction or machinery and plant which is not insured elsewhere for which **you** are responsible

2 alterations, additions and improvements to **building(s)**, or machinery and plant but not for any appreciation in value

anywhere within the **policy territories**.

Provided that

a **you** give **us** details in writing of the additions as soon as possible but in any event within 30 days and **you** will ensure specific insurance is arranged with **us** from the date **you** become responsible

b the provisions of this cover will be fully maintained in addition to any specific insurance effected under **a** above.

Our liability at any one location will not exceed 10% of the sum insured for the item or £250,000 whichever is lower.

Contract price cover

If a sale contract is cancelled entirely due to **damage** to the **stock** sold by **you**, that is not delivered and still **your** responsibility, **our** liability will be based on the contract price. For this section, the value of all **stock** where the sale contract is cancelled in the event of **damage** will also be settled on this basis.

Debris removal cover

We will cover **you** for the costs and expenses necessarily incurred by **you** with **our** consent in

1 removing debris from

2 dismantling and/or demolishing

3 shoring up or propping

the portion or portions of the property insured as a result of **damage** covered by this section.

We will not cover any costs or expenses

1 incurred in removing debris except from the site of the property destroyed or damaged and the area immediately adjacent to the site

2 arising from pollution or contamination of property not covered by this section.

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

Drains clearance cover

We will cover **you** for the costs and expenses necessarily and reasonably incurred by **you** in clearing, cleaning and/or repairing drains, gutters and/or sewers to **your building(s)** or for which **you** are responsible following **damage** covered by this section.

Our liability for any one claim will not exceed £25,000.

Exhibition cover

We will cover **you** for any **stock** and **contents** described in **your** schedule for a maximum of 15 days whilst at any exhibition within the **policy territories**.

Our liability for any one claim will not exceed £50,000.

Explosives cover

We will cover **you** for **damage** to any property insured shown in **your** schedule, directly or indirectly caused by or as a result of the use of explosives for any theft or any attempted theft at the **premises**. **We** will only cover **you** if the risk of explosion is not insured under any other policy by **you** or on **your** behalf for the same property.

Our liability in any one **period of insurance** will not exceed £15,000.

Fire brigade charges cover

We will cover **you** for the costs and expenses incurred by **you** charged by the Local Authority for extinguishing fire or fire fighting, provided that these costs and expenses are necessary and reasonable.

Fire extinguishment expenses cover

We will cover **you** for the cost of replacing or refilling, recharging and/or replenishing extinguishment materials when **you**, **your** employees or the fire brigade attempt to extinguish or minimise **damage**.

Provided that these costs and expenses are not recoverable from the responsible public authority.

Our liability for any one claim will not exceed £15,000.

General interest cover

We will automatically note the interest of other parties that may become interested in this insurance throughout the duration of this section. **You** must declare these interests to **us** in writing in the event of any **damage**.

Glass breakage cover

We will cover **you** and at **our** option pay for or make good any breakage or malicious scratching of all internal or external fixed glass, belonging to **you** or for which **you** are responsible at the **premises** during the **period of insurance** and which is in good condition and free from **damage** at the start date of the **period of insurance**.

We will also pay for the cost of

1. breakage of fixed sanitaryware
2. boarding up and repair to associated framework reasonably incurred as a result of an insured breakage. **You** may instruct builders or glaziers to board up where necessary without **our** prior consent
3. repair or replacement of lettering, alarm foil or other ornamentation work on glass up to £5,000 in any one **period of insurance**
4. repair or replacement of fixed mirrors
5. removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass.

We will not pay for

1. breakage when the **building(s)** are **empty** unless **we** have agreed otherwise
2. any property more specifically insured by **you** or on **your** behalf.

Our liability for any one claim will not exceed the **building(s)** and **contents** sum insured shown for each **premises** in **your** schedule.

Inflation protection cover

We will adjust the sum insured for the **building(s)**, **contents** or **stock** at each renewal in line with suitable indices and the renewal premium for this section will be based on the adjusted sums insured.

Landscaped gardens cover

We will cover **you** for the cost of restoring any **damage** caused by the emergency services to landscaped gardens, for which **you** are responsible, when the emergency services are attending the **premises** as a result of a **defined peril**.

Our liability in any one **period of insurance** will not exceed £15,000.

Locks and keys cover

We will cover **you** for the cost of replacing locks and keys needed to keep **your building(s)** secure if the keys are stolen using force and/or violence.

Our liability for any one claim will not exceed £5,000 and £15,000 in any one **period of insurance**.

Metered electric, gas or water cover

We will cover **you** for the additional metered electric, gas and/or water charges incurred by **you** as a result of **damage** to the **building(s)** shown in **your** schedule, but **we** will not pay for the charges incurred for any **building(s)** which is **empty**.

Provided that repairs are completed within 30 days of the **damage** being discovered.

The most **we** will pay is based on the amount of the electric, water or gas charges for the period when the **damage** occurs, less the charge paid by **you** for the corresponding period in the preceding year. This will then be adjusted for changes in the suppliers' charges and for variations affecting **your** electric, water or gas consumption during the intervening period.

Our liability during any one **period of insurance** will not exceed £25,000.

Munitions of war cover

The 'War risks exclusion' will not apply to **damage** to property insured under this section from or occasioned by the detonation of munitions of war or parts thereof in the **policy territories** in or within one mile of the property insured, provided that the presence of such munitions results from World War II and does not result from a state of war current at the time of **damage**.

Outworkers cover

We will cover **you** for **damage** to the property shown in **your** schedule whilst at any of the premises of any of **your** outworkers, situated anywhere in the **policy territories**.

Our liability during any one **period of insurance** will not exceed £1,000 for any one outworker.

Pairs and sets cover

The insurance in respect of the personal property of **your** principals, directors, employees, customers or visitors where that property consists of articles in a pair or set, is limited to the value of the individual parts which suffer **damage** irrespective of any special value which that property may have as a pair or set.

Patterns cover

We will cover **you** for **damage** to patterns, jigs, models, templates, moulds, tools, dies, drawings or designs belonging to **you** or for which **you** are responsible whilst at the premises of any machine makers, engineers, founders or other metal workers (excluding any premises occupied by **you**) within the **policy territories**.

Our liability for any one claim will not exceed £25,000.

Public authorities (including undamaged property) cover

The cover for **building(s)** and **contents** also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of building or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority referred to as the stipulations for

a the **damage** to the property insured

b undamaged portions of the property insured

but excluding

1 the cost incurred in complying with the stipulations
   a for **damage** occurring before the start date of this cover
   b for **damage** not insured by this section
   c where notice has been served on **you** prior to the **damage** happening
   d where there is an existing requirement which has to be implemented within a given period
   e for property covered by this section entirely undamaged by any insured event covered by this section
2 the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition the same as when new, had the need to comply with the stipulations not arisen
3 the amount of any charge or assessment arising out of capital appreciation which may be payable for the property or by the owner to comply with the stipulations.

Special conditions applicable to Public authorities cover

1 Reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months of the date of the **damage** or any further time that **we** agree (during those 12 months).
2 The reinstatement work may be carried out on another site (if the stipulations require) subject to **our** liability under this cover not being increased.
3 If **our** liability is reduced by the application of any of the terms and conditions of this section, then **our** liability will be reduced proportionately.
4 The total amount recoverable under any item of this section, for this cover will not exceed

a for the lost, destroyed or damaged property

i 15% of its sum insured

ii where the sum insured by the item applies to property at more than one location, 15% of the total amount which **we** would have been liable for had the property insured by the item been totally destroyed

b for undamaged portions of property (other than foundations), 15% of the total amount which **we** would have been liable for had the property insured by the item at the **premises** suffered **damage**.

Our liability for **building(s)** and **contents** will not exceed the sum insured shown for each **premises** in **your** schedule.

Seasonal increase cover

The **stock** sum insured shown in **your** schedule will be increased by 25% during the months of November, December and the first 14 days of the month of January and for 30 days before Easter Day in each **period of insurance**.

Seventy two hour cover

We will cover **you** for **damage** within 72 consecutive hours of and caused by the **defined peril** of **storm** or **flood** as one claim, provided the insured Perils are covered by this section.

You can decide when the 72 hour period starts as covered by this section, provided that **damage** occurred before the end of the **period of insurance**.

Temporary removal cover

We will cover **contents** whilst temporarily removed to any premises not owned or occupied by **you**

1 for cleaning, renovation, repair or similar purposes

and

2 in transit to and from such premises

anywhere in the **policy territories**.

Our liability under each item of this section for any **damage** occurring other than at **your premises** will not exceed 10% of the item sum insured.

This cover does not apply to property that is insured elsewhere.

Temporary removal of documents cover

We will cover **you** for up to 10% of the value of deeds and other documents (including stamps on them) manuscripts, plans and writings of every description, **computer systems**, records and books (written and printed) whilst temporarily removed

1 to any premises not owned or occupied by **you**

and

2 in transit to and from such premises

within the **policy territories**.

This cover does not apply to property that is insured elsewhere.

Theft damage to building(s) cover

Where there is no **building(s)** insurance in force under this section **we** will cover **you** for **damage** to the **building(s)** at the **premises** shown in **your** schedule, resulting directly from theft or attempted theft covered by this section, provided that **you** are the owner of the **premises** or are legally responsible for the **damage**.

We will not pay for damage to any **building(s)** which are **empty**.

Our liability for any one claim will not exceed £25,000.

Theft of building fabric cover

We will cover **you** for

1 **damage** to the external fabric of any **building(s)** insured by this section as a result of theft or attempted theft

2 **damage** following entry of rainwater as a result of theft or attempted theft of the external fabric of the **building(s)**.

We will not cover

1 any **building(s)** which are **empty**

2 the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises** shown in **your** schedule.

Our liability for any one claim will not exceed £2,500.

Trace and access cover

We will cover **you** for the reasonable costs necessarily incurred by **you** and subsequent making good of **damage**, in locating the source of the leak resulting from

1 the escape of water from any tank, apparatus or pipe
2 **damage** to cables, underground pipes and drains serving the **premises**.

Our liability for any one claim will not exceed £25,000.

Trade samples in Europe cover

We will cover **you** for **damage** to trade samples belonging to **you** or for which **you** are responsible anywhere in Europe provided that they are under the control of **you** or **your** employees at all times.

Our liability for any one claim will not exceed £7,500.

This cover does not apply to property that is insured elsewhere.

Unauthorised use of electricity, gas, oil and water cover

We will cover **you** for the charges which **you** are responsible for if electricity, gas, oil or water is discharged from a metered system, arising from unauthorised use by persons taking possession, keeping possession or occupying the **building(s)** without **your** authority.

Provided that **you** take all practical steps to terminate the unauthorised use as soon as it is discovered.

Our liability for any one claim will not exceed £5,000.

Undamaged stock cover

In the event of **damage** covered by this section **we** will cover **you** for any additional costs and expenses **you** incur less the value of any salvage

1 in the event of undamaged **stock** deteriorating and/or being condemned or otherwise becoming unusable
2 for items that will form **stock** which **you** are obliged under contract to accept from any other party, but are unable to use.

Our liability for any one claim will not exceed £5,000.

Undamaged tenants improvements cover

In the event of **damage** covered by this section to **building(s)** or **contents** specified in **your** schedule and as a result **your** lease is terminated by the lessor under a valid condition of **your** lease, **we** will cover **you** for the value of undamaged tenants fixtures, fittings, alterations, installations or additions made at **your** expense and for which **you** are responsible and which cannot be legally removed from **building(s)** occupied but not owned by **you**.

Provided that **we** will not be liable for retaining walls, foundations or supports below the surface of the lowest floor or basement or for outdoor trees, shrubs, plants or lawns.

Our liability for any one claim will not exceed £5,000.

Underground pipes and services cover

We will cover **you** for the costs incurred following **damage** which **you** are responsible for to fuel or oil pipes, cables including overhead electricity and telephone cables, septic tanks and associated pipes, underground pipes and drains including inspection covers at the **premises** or connecting the **premises** to the public mains.

Provided that **we** will not cover damage caused by gradual deterioration or wear and tear.

Our liability for any one claim will not exceed £25,000.

Value Added Tax cover

We will cover **you** for Value Added Tax (VAT) paid by **you** which is not subsequently recoverable.

Provided that

1 a **your** responsibility for VAT arises solely as a result of the reinstatement or repair of the property covered following **damage**
  b **we** have paid or have agreed to pay for the **damage**

c if any payment made by **us** in respect of the reinstatement or repair of the **damage** is less than the actual cost of the reinstatement or repair of the **damage**, any payment under this cover resulting from that **damage** will be proportionally reduced

2 **your** responsibility for such VAT does not arise from the replacement of property covered being better or more extensive than the property insured which has been destroyed

3 where an option to reinstate the **building(s)** on another site is exercised, **our** responsibility under this cover will not exceed the amount of VAT that would have been payable had the **building(s)** been rebuilt on its original site

4 **our** responsibility under this cover will not include amounts payable by **you** as penalties or interest for non-payment or late payment of VAT

5 **you** have taken all reasonable precautions to insure adequately for VAT responsibility at the start date of the **policy** and at each subsequent renewal date.

Optional extensions of cover

1 Deterioration of stock cover

Your schedule will show if this is covered.

We will cover **you** for **damage** to frozen or chilled goods in any cold chamber due to a change in temperature resulting from any Peril, excluding

1 damage following the deliberate act of any public electricity authority in termination, disconnection, restriction or withholding the supply of electricity

2 damage caused by neglect or misuse

3 the **excess** shown in **your** schedule.

Provided that

a the cold chamber must be maintained under an annual maintenance contract

b where the cold chamber is over 10 years old, **you** will be responsible for 20% of any claim up to the sum insured or the **excess** shown in **your** schedule whichever is the greater.

Our liability for any one claim will not exceed the total sum insured shown in **your** schedule.

2 Rent payable cover

Your schedule will show if this is covered.

We will cover **you** for rent payable for which **you** are responsible following **damage** that results in **your premises** or any part of them becoming unfit for occupation.

The amount payable will not exceed the proportion of the sum insured on rent relating to the period necessary for reinstatement.

Our liability for any one claim will not exceed the sum insured shown in **your** schedule.

✘ What is not covered

Business interruption exclusion

We will not cover **you** for any losses, damage, costs or expense of any kind which occurs as a result of **business interruption** under this section, except loss of rent payable where this is shown as covered in **your** schedule.

Collusion exclusion

We will not cover **you** for loss, destruction or damage by theft or attempted theft caused by or in conjunction with **you** or any of **your** partners, directors or employees or any member of **your** family or any other person lawfully at the **premises**.

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**.

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

Date recognition exclusion

We will not cover **you** for any loss, damage, cost or expense, directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril** covered by this section.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

Disease exclusion

1. Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. This exclusion does not apply to **damage** to property insured under this section, where such **damage** arises from a **defined peril**.

Electrical plant or apparatus exclusion

We will not cover **you** for loss, destruction or damage to any electrical plant or apparatus caused by its own overrunning, short-circuiting, excessive pressure or self-heating.

If the **damage** extends to other property insured, that **damage** is covered by this section.

Excess exclusion

We will not cover you for the **excess** shown in **your** schedule. Where a claim is covered under the 'Property damage section' and the 'Specified all risks section' **you** will only be responsible for one of the **excess** amounts shown in **your** schedule and the highest amount will apply.

Fraud and dishonesty exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from acts of fraud or dishonesty by **you**, **your** employees or any partner, director or member of **your** family, but **we** will cover subsequent damage which results from a **defined peril** covered by this section.

Money exclusion

We will not cover **you** for **money** other than as detailed in the defined meaning of **contents** unless caused by a **defined peril** covered by this section.

More specific insurances exclusion

We will not cover **you** for any property more specifically insured by **you** or on **your** behalf.

Motor vehicles and other property exclusion

We will not cover **you** for loss, destruction or damage to

1. vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
2. property or structures in course of construction or erection and materials or supplies in connection with all such property
3. land, piers, jetties, bridges, culverts and excavations
4. livestock, growing crops or trees
5. pitch fibre pipes
6. electronic cryptographic or virtual currency or currencies of any kind

unless specifically covered by this section.

Pollution or contamination exclusion

We will not cover **you** for any loss, damage, cost or expense caused by pollution or contamination unless the **damage** is caused by

1. pollution or contamination which itself results from a **defined peril** provided that peril is covered by this section

2 any **defined peril** provided that peril is covered by this section, which itself results from pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1 In England, Scotland, Wales, the Channel Islands, the Isle of Man and any territory outside the **policy territories**

  a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

  b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

2 In Northern Ireland

  a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

  b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

  c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section, it will be **your** responsibility to prove that they are covered.

Unexplained loss exclusion

We will not cover **you** for loss, destruction or damage caused by or consisting of

1 disappearance, unexplained or inventory shortage

2 misfiling or misplacing of information.

Valuables exclusion

We will not cover **you** for loss, destruction or damage to jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books, unless shown as target stock in **your** schedule but **we** will cover subsequent **damage** which results from a **defined peril** covered by this section.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Section conditions

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

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Average condition

If the sum insured of any item shown in **your** schedule at the time of any damage is less than 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item at the time of rebuilding or replacement, the amount payable by **us** will be proportionately reduced.

This will not apply to any item subject to the 'Day one average basis of settlement – buildings and contents'.

Construction of building(s) condition

Unless otherwise declared to **us** the **premises** described in **your** schedule must be of **standard construction**.

Contribution and average condition

If, at the time of the claim, there is any other policy covering the same property covered by this section, **we** will only be responsible for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition, this section, if not already subject to average, will be subject to average in the same way as the other insurance policy.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion of the sum insured compared to the value of the property insured.

Designation condition

For the purpose of determining where necessary the heading under which any property is covered **we** agree to accept the designated category under which such property has been entered in **your** books.

Empty building(s) condition

The following precautions must be complied with

1. **You** must tell **us** as soon as **you** become aware
   - a of any **building(s)** or portions of **building(s)** at the **premises** becoming **empty** or **empty building(s)** or portions of **empty building(s)** at the **premises** becoming **occupied** and **you** agree to
     - i pay any necessary additional premium as may be required by **us**
     - ii complete any additional risk improvements which **we** may reasonably require
   - b of any **damage** to the **empty building(s)** or **empty** portions of **building(s)** whether the **damage** is insured or not.
2. In respect of **empty building(s)** or **empty** portions of **building(s)**, **you** must ensure that
   - a the **building(s)** are inspected internally and externally at least once a week by **you** or on **your** behalf and a written record of the inspection is maintained by **you**
   - b all refuse and waste materials are removed from the interior of the **building(s)** and removed from the **premises**

c **you** will secure the **premises** and put all protective, locking devices and any alarm protection in effective operation

d gas, water and electricity services (except electricity supply to maintain any fire or **intruder alarm systems)** and any fuel supplies are permanently shut off at the switch or stopcock where they enter the **building(s)** (or in the case of individual flats or portions of a **building**, where they enter the flat or **empty** part of the **building**)

e **you** implement any additional protections that **we** may require within the time scale **we** specify

f all **damage** to the **premises** must be rectified immediately

g letterboxes must be sealed.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Fire protections condition

You must ensure that all fireproof doors and shutters are kept closed (except during working hours) and all fire protections (including fire extinguishing appliances) must be maintained in efficient working order during the **period of insurance**.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

Hot work permit system condition

You must ensure that for any construction, maintenance, repair or activity at the **premises**, to the plant or equipment which involves the application of heat, **you** must enforce a hot work permit system under which **you** must ensure that prior to any work commencing, the contractor employed to complete the work completes and signs a Hot work permit which is available upon request from **us**.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

Mortgagee's condition

The act of neglect of any mortgagor or occupier of any **premises** covered by this section where the risk of **damage** is increased without the authority or knowledge of any mortgagee will not prejudice the interest of the latter party (or parties) in this section, provided they tell **us** immediately they become aware of any increased risk, pay any necessary additional premium and comply with any additional terms agreed with **us**.

No smoking condition

You must ensure that

1 smoking is not permitted in enclosed or substantially enclosed **building(s)** and standard no smoking notices must be displayed in prominent positions

2 any outside area designated for smoking must be kept clear of combustible materials and provisions must be made for the extinguishment of lighted materials.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

Non-invalidation condition

This cover will not be invalidated by any act or omission or an alteration where the risk of **damage** is increased unknown to **you** and beyond **your** control, provided that when **you** become aware of it, **you** tell **us** immediately and pay any necessary additional premium and comply with any additional terms agreed with **us**.

Police notification condition

You must immediately notify the police of any loss or **damage** by theft or attempted theft of the property covered by this section. **You** must take all reasonable steps for the discovery of the guilty person or persons and to trace and recover the property lost.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for theft or attempted theft.

Reinstatement of sum insured after loss condition

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

1. pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
2. complete any additional risk improvements which **we** may reasonably require.

Security of premises condition

If the cover provided by this section has been granted following a survey of **your premises**, **you** must not alter door and window fastenings and other security devices (except as may be provided for in any further protection endorsement shown in **your** schedule) without **our** written consent. In **your** own interest **you** should give early notification of proposed changes so that if necessary a further survey can be completed.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for malicious damage and/or theft or attempted theft.

Storage condition

If **you** store **stock** in the lowest storey of **your building(s)** it must be stored at least 15cm from the floor level on metal or timber supports.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for storm, **flood** or escape of water from any tank, apparatus or pipe.

Subrogation waiver condition

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

1. any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
2. any company which is a subsidiary of a parent company of which **you** are a subsidiary in each case as defined by current law at the time of the **damage**.

Transfer of interest condition

If at the time of **damage you** have entered into a contract to sell **your** interest in any **building(s)** covered by this section and the sale has not, but subsequently completes, the purchaser will have the full protection of this section on exchange of contracts, provided the **building(s)** are not covered by any other insurance arranged by the purchaser.

Waste condition

You must ensure that

1. all oily or greasy waste and cloths must be kept in metal bins with close fitting metal lids and removed from the **building(s)** at the end of each working day and from the **premises** at least once a week
2. all other trade refuse must be swept up and removed daily from the **building(s)** and from the **premises** at least once a week.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

Workmen's condition

Joiners and other tradesmen are allowed in or on the **premises** covered by this section to make repairs or minor structural alterations without prejudice to this insurance, provided that if the repairs or minor structural alterations involve the use of heat, **you** must comply with the 'Hot work permit system condition'.

Business interruption section – Gross profit/Gross revenue/Rent receivable

Contents of this section

Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the **policy** defined terms that can be found within the 'Meanings of defined terms' section at the start of **your policy**.

Notes

1 For the purpose of the following defined meanings, any adjustments implemented in current cost accounting will be disregarded.

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

3 Adjustments will be made as necessary for trends of the **business** and for variations and 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 adjusted figures represent as closely as possible, the results which would have been obtained during the **indemnity period** after the **incident**.

Annual rent receivable

The **rent receivable** during the 12 months immediately before the date of the **incident**.

Annual gross revenue

The **gross revenue** during the 12 months immediately before the date of the **incident**.

Annual turnover

The **turnover** during the 12 months immediately before the date of the **incident**.

Book debts

The total amount of the balances debited to **customers** in **your** most recent accounts after adjustments 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 date of the **incident**) to **customers** accounts in the period between the date of the statement and the date of the **incident**.

Building(s)

The building(s), outbuilding(s), extensions, and garages together with landlords fixtures and fittings in or on them, foundations or footings, canopies, annexes, gangways, conveniences, chimneys, fire escapes, walls, gates and fences, yards, car parks, roads and pavements, piping, ducting, cables, wires and associated control gear, CCTV systems, entry and exit systems signage and accessories on the **premises** and extending to the public mains, but only to the extent of **your** responsibility.

Business interruption

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of **damage** to property used by **you** at the **premises** for the purpose of the **business**.

Communicable disease

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

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Customers

All **your** customers who obtain goods or services from **you** on a credit basis.

Cyber act

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

Cyber incident

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage

Physical loss, destruction or damage caused by an insured peril under the 'Property damage section' unless otherwise excluded.

Data

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

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, **storm**, **flood**, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

Denial of service attack

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

Empty

Any **building(s)** or any portions of the **building(s)** which are wholly unoccupied, mainly unoccupied or not in use by **you** or any of **your** tenants for more than 30 consecutive days.

Flood

Damage caused by

1. the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
2. inundation from the sea
3. inundation by rainwater or rainwater-induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

whether resulting from **storm** or not.

Gross profit

The amount by which the sum of the **turnover**, closing stock and work in progress exceeds the sum of the opening stock, work in progress and **uninsured working expenses**.

The amounts of the opening and closing stocks (including work in progress) will be arrived at in accordance with **your** usual accounting methods with provision being made for depreciation.

Gross revenue

The money paid or payable to **you** for services provided in the course of the **business** at the **premises**.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Incident

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

or

Damage to **your** accounting records, other **business** books or records at the **premises** for any item on **book debts**.

Indemnity period

The period during which the **business** is affected, starting on the date the **incident** occurred and ending not later than the **maximum indemnity period**.

Maximum indemnity period

The period shown in **your** schedule.

Phishing

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

Rate of gross profit

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

Rent receivable

The money paid or payable to **you** for tenancies and other charges and for services rendered in the course of the **business** at the **premises**.

Standard rent receivable

The **rent receivable** during the period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**.

Standard gross revenue

The **gross revenue** during the period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**.

Standard turnover

The **turnover** during the period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**.

Storm

Storm excluding damage by **flood**.

Terrorism

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

For Northern Ireland: 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.

For the Channel Islands and the Isle of Man and any territory outside the **policy territories**: 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.

Turnover

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

Uninsured working expenses

Bad debts and purchases.

Vermin

Rats, mice, squirrels, owls, pigeons, foxes, bees and wasps or hornets.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes, but is not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Basis of loss settlement

These terms of settlement only apply if the paragraph title appears in **your** schedule for this section.

Gross profit

We will cover **you** for loss of **gross profit** due to

1 reduction in **turnover**

and

2 increase in cost of working

and the amount payable will be

a for reduction in **turnover**: the sum produced by applying the **rate of gross profit** to the amount by which the **turnover**, during the **indemnity period**, falls short of the **standard turnover** as a result of the **incident**

b for increase in cost of working: the additional cost (subject to the provisions of the Uninsured working expenses condition) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which would have taken place during the **indemnity period** as a result of the **incident**, but not exceeding the sum produced by applying the **rate of gross profit** to the amount of the reduction which has been avoided by this additional cost

less any amount saved during the **indemnity period** for the charges and expenses of the **business** payable out of **gross profit** as may stop or be reduced as a result of the **incident**.

Provided that if the sum insured by the item on **gross profit** is less than the sum produced by applying the **rate of gross profit** to the **annual turnover** (or to a proportionately increased multiple where the **maximum indemnity period** exceeds 12 months) the amount payable will be proportionately reduced.

Our liability for any one claim will not exceed the **gross profit** (uplifted sum insured) shown in **your** schedule.

Gross revenue

We will cover **you** for

1 loss of **gross revenue**

and

2 increase in cost of working

and the amount payable will be

- a for reduction in **gross revenue**: the amount by which the **gross revenue**, during the **indemnity period**, falls short of the **standard gross revenue** as a result of the **incident**
- b for increase in cost of working: the additional cost necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross revenue** which would have taken place during the **indemnity period** as a result of the **incident**, but not exceeding the amount of the reduction which has been avoided by this additional cost

less any amount saved during the **indemnity period** for the charges and expenses of the **business** payable out of **gross revenue** as may stop or be reduced as a result of the **incident**.

Provided that if the sum insured by the item on **gross revenue** is less than the **annual gross revenue** (or to a proportionately increased multiple where the **maximum indemnity period** exceeds 12 months) the amount payable will be proportionately reduced.

Our liability for any one claim will not exceed the **gross revenue** (uplifted sum insured) shown in **your** schedule.

Rent receivable

We will cover **you** for

1 a loss of **rent receivable**

and

2 increase in cost of working

and the amount payable will be

- a for reduction in **rent receivable**: the amount by which the **rent receivable**, during the **indemnity period**, falls short of the **Standard rent receivable** as a result of the **incident**
- b for increase in cost of working: the additional cost necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **rent receivable** which would have taken place during the **indemnity period** as a result of the **incident**, but not exceeding the amount of the reduction which has been avoided by this additional cost

less any amount saved during the **indemnity period** for the charges and expenses of the **business** payable out of **rent receivable** as may stop or be reduced as a result of the **incident**.

Provided that if the sum insured by the item on **rent receivable** is less than the **annual rent receivable** (or to a proportionately increased multiple where the **maximum indemnity period** exceeds 12 months) the amount payable will be proportionately reduced.

Additional increased cost of working

We will cover **you** for further additional costs (beyond those recoverable under paragraph **b** for **gross profit** or **gross revenue**) that **you** necessarily and reasonably incur during the **indemnity period** as a result of the **incident**, for the sole purpose of avoiding or diminishing a reduction in **turnover** or **gross revenue**.

Book debts

We will cover **you** for

1 loss of **book debts**

and

2 additional costs

and the amount payable will be

- a for loss of **book debts**: the difference, solely due to the **incident**, between the amount of the **book debts** at the date of the **incident** and the total amount received in payment of them during the 12 months after the **incident** b for additional costs: the additional costs necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **book debts** which would have taken place as a result of the **incident**, but not exceeding the amount which would otherwise have been payable under **a**

provided that if at the time of the **incident** the sum insured by this item is less than the total amount of the **book debts**, the amount payable will be proportionately reduced.

✓ What is covered

1 **We** will cover **you** for the items shown in **your** schedule other than for **book debts**.

If any **building(s)** or other property used by **you** at the **premises** for the purpose of the **business** suffers **damage** during the **period of insurance** and as a result the **business** is interrupted or interfered with, then **we** will pay **you** for each item in **your** schedule the amount of loss resulting from the interruption or interference.

Provided that

a at the time of the **damage** there is insurance in force covering **your** interest in the **building(s)** or other property against that **damage** and that

i payments have been made or liability admitted under that insurance

or

ii payment would have been made or liability admitted but for the conditions in that insurance, excluding liability for losses below a specified amount

b such **damage** would not have been excluded by the Property damage section of this **policy**

c **our** liability under this section will not exceed

i the total sum insured or for any item its sum insured at the date of the **damage**

ii the sum insured remaining after deduction for any other **business interruption** as a result of a claim for **damage** occurring during the same **period of insurance**, unless **we** have agreed to reinstate any sum insured

2 **We** will cover **you** for any items shown in **your** schedule for **book debts**.

If any of **your** accounting records, other business books or records at the **premises** suffers **damage** during the **period of insurance** and it is not possible for **you** to obtain from **your customers** all the amounts due to **you** and outstanding at the date of the **damage**, then **we** will pay **you** the amount **you** may be entitled to recover under the conditions of this section.

Provided that **our** liability will not exceed

a the total sum insured, or for any item of **book debts**, its sum insured at the date of the **damage**

b the sum insured remaining after deduction for any other loss under this section as a result of **damage**, occurring during the same **period of insurance** unless **we** have agreed to reinstate the sum insured.

Limit of cover

The most **we** will pay **you** during any one **period of insurance** is the sum insured shown against each item in **your** schedule plus professional accountants charges.

Extensions of cover

Contract sites cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of **damage** to **your** property whilst at contract sites being worked upon by **you** anywhere within the **policy territories**.

Our liability under this cover for any one site will not exceed £10,000 any one claim.

Denial of access cover

We will cover **you** for loss of **business interruption** covered by this section, resulting from interruption of or interference with **your business** caused directly by **damage** by fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, **storm**, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal to property exclusively within a 1mile radius of **your premises** which prevents the use of **your premises**, or access to it, regardless of whether **your premises** is damaged or not

Provided that

1. fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, **storm**, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal is covered under the 'Property damage section' in respect of **your premises**
2. the insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the prevention of access or hindrance of use and ending after 3 months during which time **you** suffer an interruption to **your business**
3. **our** liability for any one claim and in any one **period of insurance** is either 25% of the annual figure upon which **your gross profit**, **gross revenue** or **rent receivable** sum insured shown in **your** schedule is based or £250,000 whichever is lower, irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this cover
4. this does not include any damage to property from which **you** obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services
5. we will not cover **you** for any incident involving interference of or interruption with the **business** that is less than 12 consecutive hours.

Denial of access (non damage) cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** where access to, exit from or use of **your premises** is impaired, prevented or restricted for more than 24 hours arising directly and exclusively from

1. restrictions having the force of law imposed by the police or other competent local (as opposed to a minister or other central government or public) authority in response solely to an emergency incident which is likely to endanger life or property occurring either at **your premises** or exclusively within a 1 mile radius of **your premises**
2. the unlawful occupation of **your premises** by third parties.

Provided that

1. the insurance provided by this cover in any one **period of insurance**, irrespective of the number of incidents or **premises** insured, shall only apply for the period starting with the prevention, impairment or restriction and end after 3 months during which time the results of the **business** are affected
2. regardless of the number of **incidents** or **premises** insured or parties comprising the insured, **our** total liability in any one **period of insurance** will not exceed £50,000 or 25% of the annual figure upon which **your gross profit**, **gross revenue** or **rent receivable** sum insured shown in **your** schedule is based whichever is less
3. the 'Reinstatement of sum insured after loss condition' shall not apply in respect of this cover.

We will not cover **you** where access to, exit from or use of **your premises** is impaired, prevented or restricted as a result of

1. physical loss or destruction or damage to property at **your premises** or elsewhere
2. riot, civil commotion, strikes, strikers, picketing, labour disturbances or trade disputes
3. the condition of or the **business** conducted within **your premises** or any other premises owned or occupied by **you**

4 drought, murder, suicide, rape, illness, disease or pathogens capable of causing disease or illness or any other hazards to health (including but not limited to the diseases expressly specified in the 'Murder, suicide or disease cover' within this section)

5 actions where **you** have been given prior notice

6 any advice given or actions taken in controlling, preventing or suppressing the spread of any disease (including but not limited to diseases expressly specified in the 'Murder, suicide or disease cover' within this section) or illness

7 any change in law or the enactment of new legislation (including statutory regulations) for any failure, interruption or reduction to the public supply of electricity, gas, water or telecommunications

8 any failure, interruption or reduction to the public supply of electricity, gas, water or telecommunications, or any deliberate act or decision of any utility supply undertaking or public authority in cutting off, withholding, restricting or rationing, whether planned in advance or not, or the exercise by any such utility undertaking, government or public authority of its power to cut off, withhold, restrict or ration supply or services.

If an incident occurs resulting in a claim under this extension **you** cannot claim under any other 'Business interruption section' cover extension for the same incident.

Essential employees cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of

1 a death of an employee except due to illness

b permanent total disablement arising out of bodily injury except due to illness which in the opinion of an independent medical officer will in all likelihood prevent the employee from carrying out their usual employment or usual occupation for the remainder of their life

2 **your** employee winning a prize on the national lottery, premium bonds or football pools provided that their win exceeds £100,000 but excluding losses where **your** employee

a has been employed by **you** for a period of less than 12 months

b has served notice or has been served notice of termination of their employment prior to their win

c has been absent from work through sickness, disability or suspension for a period of 4 weeks at the time of their win

Provided that the cover will only apply from the date of the death or permanent total disablement or lottery win, premium bond win or football pools win for **your** employee and end a maximum of 3 months after this date.

Our liability will not exceed the amount of loss resulting from interference of or interruption to **your business** for up to a maximum of 3 months or £50,000 whichever is the lower, in any one **period of insurance**.

Exhibition cover

We will cover **you** for any loss, covered by this section, resulting from interruption or interference with the **business** as a result of **damage** to **your** property whilst at exhibition sites anywhere within the **policy territories**, other than at the **premises** in **your** occupation where **you** are exhibiting goods.

Our liability for any one claim will not exceed £10,000.

Failure of public supplies cover

We will cover **you** for loss insured by this section resulting from interruption or interference with **your business** caused by the unplanned disruption of

1 the public electricity supply at **your** supplier's generating station or sub station

2 the public gas supply at **your** supplier's land based premises

3 the public water supply at **your** supplier's waterworks or pumping station

4 the public telecommunications services at **your** supplier's land based premises

from which **you** obtain electricity, gas, water or telecommunications services within the **policy territories** where such unplanned disruption is a direct result of **damage** caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, **storm**, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal but only if the peril is covered under the 'Property damage section' in respect of **your premises**.

Provided that after the application of all other terms and conditions of this section, the most **we** will pay is the lower of either 25% of the annual figure upon which **your gross profit**, **gross revenue** or **rent receivable** sum insured shown in **your** schedule is based or £250,000 in total in any one **period of insurance** irrespective of the number of **premises** insured and regardless of the number of suppliers affected during any one **period of insurance**.

The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this cover.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the unplanned disruptions(s) of supply or service at **your** premises and ending after 3 months in total during which time **you** suffer a loss of **business interruption** regardless of the number of **your** suppliers affected during the **period of insurance** or the number of **premises** insured.

We will not cover

a any failure

 i which does not involve the disruption of supply, for at least the franchise period of 24 hours

 ii due to an excluded cause

b loss resulting from failure caused by

 i any deliberate act or decision of any utility supply undertaking or public authority in cutting off, withholding, restricting or rationing, whether planned in advance or not, or the exercise by any such utility undertaking, government or public authority of its power to cut off, withhold, restrict or ration supply or services

 ii strikes or any labour or trade dispute

 iii solar flare or other atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions.

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from damage is not covered by this section, it will be **your** responsibility to prove that they are covered.

Failure of public supplies 'terminal ends' cover

We will cover **you** for loss covered by this section resulting from interruption of or interference with **your business** caused by the accidental failure and unplanned disruption of

1 the public electricity supply at the "terminal ends" of **your** supplier's service feeds to the **premises** within the **policy territories**

2 the public gas supply at **your** supplier's meters to the **premises** within the **policy territories**

3 the public water supply at **your** supplier's main stop cock serving the **premises** (other than by drought) within the **policy territories**

4 the public telecommunications services supply (other than satellite services) at the incoming line, terminals or receivers to the **premises** within the **policy territories**

from which **you** obtain electricity, gas, water or telecommunications services within the **policy territories** where such unplanned disruption is a direct result of **damage** caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, **storm**, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal but only if the peril is covered under the 'Property damage section' in respect of **your premises**.

Provided that after the application of all other terms and conditions of this section, the most **we** will pay is either 25% of the annual figure upon which **your gross profit**, **gross revenue** or **rent receivable** sum insured shown in **your** schedule is based or £50,000, whichever is lower, in total in any one **period of insurance** irrespective of the number of premises insured and regardless of the number of suppliers affected during any one **period of insurance**. The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this cover.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the unplanned disruptions(s) of supply or service at **your premises** and ending after 3 months in total during which time **you** suffer a loss of **business interruption** regardless of the number of **your** suppliers affected during the **period of insurance** or the number of **premises** insured.

We will not cover

a any failure
   - i which does not involve the disruption of supply, for at least the franchise period of 24 hours
   - ii due to an excluded cause

b loss resulting from failure caused by
   - i any deliberate act or decision of any utility supply undertaking or public authority in cutting off, withholding, restricting or rationing, whether planned in advance or not, or the exercise by any such utility undertaking, government or public authority of its power to cut off, withhold, restrict or ration supply or services
   - ii strikes or any labour or trade dispute
   - iii solar flare or other atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions.

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from damage is not covered by this section, it will be **your** responsibility to prove that they are covered.

Inflation protection cover

We will adjust the sum insured at each renewal in line with suitable indices of costs and the renewal premium for this section will be based on the adjusted sum insured.

Munitions of war cover

The 'War risks exclusion' will not apply to **damage** to property insured under this section from or occasioned by the detonation of munitions of war or parts thereof in the **policy territories** in or within one mile of the property insured, provided that the presence of such munitions results from World War II and does not result from a state of war current at the time of **damage**.

Murder suicide or disease cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** conducted by **you** at **your premises** during the **period of insurance** as a result of

1 the manifestation of any of the following specified human infectious or specified human contagious diseases
   - Acute Encephalitis
   - Acute Poliomyelitis
   - Anthrax
   - Chicken Pox
   - Diphtheria
   - Dysentery caused by Shigella
   - Legionellosis
   - Legionnaires' Disease
   - Malaria
   - Measles
   - Meningococcal Infection
   - Mumps
   - Opthalmia Neonatorum
   - Paratyphoid fever
   - Bubonic, Septicemic and Pneumonic Plague
   - Rabies
   - Rubella
   - Tetanus

- Tuberculosis
- Typhoid Fever
- Whooping Cough
- Yellow Fever

manifested by any person whilst at **your premises** which directly and exclusively results in restrictions having the force of law imposed by the police or other competent local (as opposed to a minister or other central governmental or public) authority which require the compulsory closing of the whole or part of **your premises** to prevent or restrict access to **your premises**

2 murder, suicide or rape at **your premises**

3 bodily injury (excluding illness, disease and psychiatric injury) or bacterial food poisoning sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at **your premises**

4 the discovery of vermin or pests in the **building(s)** at **your premises** that prevents the use of or part use of the **buildings** by order of a public authority having the force of law

5 the compulsory closing of the whole or part of **your premises** by order of a public authority having the force of law as a result of an accident causing a defect in the drains, toilets or sinks at **your premises**.

We will not cover:

a any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured

b any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond **your premises** or by vermin or pests being discovered in a wider geographical area beyond the **building(s)** at **your premises**

c any incident involving interference of or interruption to the business that is less than 12 consecutive hours.

Any Disease exclusion shall apply to this Murder, suicide or disease cover, except that **communicable disease** shall not include the specified human infectious or specified human contagious diseases listed under clause 1 of this cover, the pathogens which cause them, or bacterial food poisoning, provided that such diseases listed under clause 1 have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic.

The maximum indemnity period under this cover shall be 3 months in any one **period of insurance** commencing from the date of

i the compulsory closing of the whole or part of **your premises** (in relation to clauses 1 and 5 of this cover)

ii the discovery of murder, suicide or rape (in relation to clause 2 of this cover)

iii the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series

iv the order of the public authority (in relation to clause 4 of this cover).

Our liability will not exceed the lower of the maximum indemnity period of 3 months or £25,000 or 25% of the annual figure upon which **your gross profit**, **gross revenue** or **rent receivable** sum insured shown in **your** schedule is based, in any one **period of insurance**, irrespective of the number of **premises** insured.

The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this cover.

For the purposes of the cover provided under this cover clause, any references to **damage** or **incident** within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions, conditions and 'Policy conditions' shall be read as if they were references to the cover provided under clauses 1 to 5 above.

Patterns cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of **damage** to patterns, jigs, models, templates, moulds, tools, dies, drawings or designs belonging to **you** or for which **you** are responsible whilst at the premises of any machine makers, engineers, founders or other metal workers (excluding any premises occupied by **you**) within the **policy territories**.

Our liability for any one claim will not exceed £25,000.

Transit cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of **damage** to property belonging to **you** whilst in transit by road, rail or inland waterway within the **policy territories**.

Our liability for any one claim will not exceed £25,000.

Unspecified customers cover

The following meaning highlighted in bold black print will have the same meaning wherever it is used in the Unspecified customers cover.

Customers

The companies, organisations or individuals who at the date of the **damage you** have contracts or trading relationships with for the supply of goods or services.

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** for a maximum indemnity period of 12 months as a result of

1 **damage** as insured by this section at the premises of any of **your customers** (other than those **customers** more specifically insured by this section) situated within the **policy territories**

2 **damage** to property insured in **your** schedule, held at unspecified **customers** premises within the **policy territories**.

Our liability for any one claim will not exceed 10% of the annual figure upon which **your gross profit** or **gross revenue** sum insured shown in **your** schedule is based or £100,000 whichever is lower.

Unspecified suppliers and storage sites cover

The following meaning highlighted in bold black print will have the same meaning wherever it is used in the Unspecified suppliers and storage sites cover.

Suppliers

The companies, organisations or individuals including manufacturers or processors of components, goods or materials who at the date of the **damage you** have contracts or trading relationships with for the supply of goods or services to **you**.

We will cover **you** for any loss, covered by this section, resulting from interruption or interference with the **business** as a result of **damage** at

1 the premises of any of **your suppliers** other than those **suppliers** more specifically insured by this section

2 premises not in **your** occupation where **your** property is stored

within the **policy territories** or to properties shown in **your** schedule for a maximum indemnity period of 12 months.

This cover does not apply to the premises of any supplier from where **you** obtain electricity, gas or water or telecommunications services.

Our liability for any one claim will not exceed 10% of the annual figure upon which **your gross profit** or **gross revenue** sum insured shown in **your** schedule is based or £100,000 whichever is lower.

✘ What is not covered

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking, phishing, denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

Date recognition exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from, directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril** covered by this section.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

Disease exclusion

1 Other than as expressly provided for in the 'Murder suicide or disease cover' extension, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 This exclusion does not apply to any **damage** to any property and any **business interruption** loss directly resulting therefrom and otherwise covered under this section, where such **damage** arises from a **defined peril**.

Erasure of data exclusion

We will not cover damage arising directly or indirectly from

1 erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately caused by rioters, strikers, locked-out workers, people taking part in labour disturbances or civil commotion or malicious persons

2 other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from a **defined peril** which is covered under the 'Property damage section' of this **policy**.

Fraud and dishonesty exclusion

We will not cover **you** for **business interruption** arising directly or indirectly from acts of fraud or dishonesty by **you**, **your** employees, or any partner, director or member of **your** family. **We** will cover subsequent **business interruption** which results from a **defined peril** covered by this section.

Pollution or contamination exclusion

We will not cover **you** for any consequential loss resulting from pollution or contamination but **we** will cover loss resulting from **damage** to property used by **you** at the **premises** for the purpose of the **business** which is covered elsewhere in this section caused by

1 pollution or contamination at the **premises** which itself results from a **defined peril** provided that peril is covered by this section

2 a **defined peril** provided that peril is covered by this section which itself results from pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Terrorism and Northern Ireland exclusion

We will not cover **you** for any consequential loss of any nature directly or indirectly caused by, resulting from or in connection with

1 In England, Scotland, Wales, the Channel Islands, the Isle of Man and any territory outside the **policy territories**
   - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

2 In Northern Ireland
   - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
   - c riot, civil commotion and (except for **damage** or interruption caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Section conditions

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

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Accumulated stocks condition

In adjusting any loss, an allowance will be made if any shortage of **turnover** due to the **damage** is postponed because the **turnover** is temporarily maintained from accumulated stocks of raw materials, work in progress or finished goods.

Alternative trading condition

If during the **indemnity period** goods are sold, accommodation provided or services rendered elsewhere other than at the **premises** for the benefit of the **business**, either by **you** or by others on **your** behalf the money paid or payable for these sales, accommodation or services will be included in arriving at the **turnover**, **gross revenue** or **rent receivable** during the **indemnity period**.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Book debts condition

We will cover **you** for **business interruption** caused by or arising directly or indirectly from the loss, destruction or **damage** by a **defined peril** to **your** accounting records, other business books or records at the **premises**.

Provided that

1 at the end of each month **you** record the total amount of **book debts**

2 **you** keep a copy of such record at a place other than at the **premises**.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

Cessation or discontinuation condition

We will not cover **you** if after the start of the **period of insurance** the **business** is wound up or carried on by a liquidator or receiver or permanently discontinued.

Claims condition

In the event of a claim being made under this section **you** will at **your** own expense

1 a other than in respect of **book debts** provide **us** within 30 days after the end of the **indemnity period** or within such time as agreed by **us** with written details of **your** claim

b provide **us** with details of any other insurances covering the property used by **you** at the **premises** for the purpose of the **business** or any part of it or any consequential loss

2 deliver to **us** any books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs and any other information required, by **us**, for the purpose of investigating or verifying the claim together with, if required, a statutory declaration of truth of the claim and any matters connected with it.

If **you** do not comply with this condition

1 **you** will not be covered and **we** will not pay **your** claim

2 **you** must repay **us** any amount **we** may have already paid.

Contribution condition

If the cover provided by this section is insured by any other policy, **we** will only cover **you** for **business interruption** up to the limits of **our** rateable proportion.

Departmental condition

If the **business** is conducted in departments, where the independent trading results can be ascertained, the basis of settlement for **gross profit** or **gross revenue** or **rent receivable** will apply separately to each department affected by the **incident**. Where the sum insured for **gross profit**, **gross revenue** or **rent receivable** is less than the total sum produced by applying the rate of **gross profit**, **gross revenue** or **rent receivable** for each department of the **business** (whether affected by the **incident** or not) to the **annual turnover**, **annual gross revenue** or **annual rent receivable** (or to a proportionately increased multiple thereof) where the **maximum indemnity period** exceeds 12 months the amount payable shall be proportionately reduced.

New business condition

For the purpose of any claim arising from an **incident** occurring before the completion of the first year's trading of the **business** at the **premises**, the following meanings apply and not as otherwise stated in this section.

1 Rate of gross profit

The rate of gross profit earned on the **turnover** during the period between the start date of the **business** and the date of the **incident**.

2 Annual turnover

The proportional equivalent for a 12 month period of the **turnover** earned during the period between the start of the **business** and the date of the **incident**.

3 Standard turnover

The proportional equivalent for a period equal to the **indemnity period** of the **turnover** earned during the period between the start of the **business** and the date of the **incident**.

4 Annual gross revenue

The proportional equivalent for a period of 12 months of the **gross revenue** earned during the period between the start date of the **business** and the date of the **incident**.

5 Standard gross revenue

The proportional equivalent for a period equal to the **indemnity period** of the **gross revenue** earned during the period between the start date of the **business** and the date of the **incident**.

6 Annual rent receivable

The proportional equivalent for a period of 12 months of the **rent receivable** earned during the period between the start date of the **business** and the date of the **incident**.

7 Standard rent receivable

The proportional equivalent for a period equal to the **indemnity period** of the **rent receivable** earned during the period between the start of the **business** and the date of the **incident**.

We will make adjustments as necessary for trends of the **business** and for variations and 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 adjusted figures represent as closely as possible, the results which would have been obtained during the **indemnity period** after the **incident**.

Payments on account condition

At **your** request, payments on account may be made to **you** monthly during the **indemnity period**.

Professional accountants condition

Any particulars or details contained in **your** books of account, other business books or documents that are required by **us** for investigation or verifying any claim under the 'Claims condition' for this section, may be produced by professional accountants if, at the time, they are regularly acting for **you**. Their report will be prima facie evidence of the particulars and details to which the report relates to.

We will pay **you** the reasonable charges that **you** have to pay for professional accountants in producing the particulars or details or any other proofs, information or evidence that **we** may require under the Claims condition for this section and reporting these particulars or details are in accordance with **your** accounting records, other business books or documents.

Provided that the total amount payable under this condition and the amount otherwise payable under the section does not exceed the sum insured shown in **your** schedule.

Reinstatement of sum insured after loss condition

In the event of **business interruption**, the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement

2 complete any additional risk improvements which **we** may reasonably require.

Salvage sales condition

If following a loss insured by this section resulting from interruption of or interference with the **business you** hold a salvage sale during the **indemnity period** paragraph **1 a** of the **gross profit** item of the Basis of loss settlement is amended as follows

for reduction in **turnover**, the sum produced by applying the **rate of gross profit** earned on the **turnover** during the financial year immediately before the date of the **incident**, to the amount by which the **turnover** during the **indemnity period** (less **turnover** for the period of the salvage sale) as a result of the **incident**, falls short of the **turnover** during the corresponding period in the 12 months immediately before the date of the **incident** from which amount shall be deducted the **gross profit** actually earned during the period of the salvage sale.

Subrogation waiver condition

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

1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**

2 any company which is a subsidiary of a parent company of which **you** are a subsidiary

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

Uninsured working expenses condition

If any working expenses of the **business** are not insured by this section (having been deducted in arriving at the **gross profit**) then in calculating the amount recoverable as increase in cost of working, that proportion only of any additional cost will be taken into account which the **gross profit** relates to the sum of the **gross profit** and the **uninsured working expenses**.

Business interruption section – Increase in cost of working

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the **policy** defined terms that can be found within the 'Meanings of defined terms' section at the start of **your policy**.

Notes

1. For the purpose of the following defined meanings any adjustment implemented in current cost accounting will be disregarded.
2. To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax.

Book debts

The total amount of the balances debited to **customers** in **your** most recent accounts after adjustments 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 date of the **incident**) to **customers** accounts in the period between the date of the statement and the date of the **incident**.

Business interruption

Loss, cost or expense resulting from interruption of or interference with the **business** carried on by **you** at the premises as a result of any loss, destruction or damage to property used by **you** at the **premises** for the purposes of the **business**.

Communicable disease

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

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid

transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Customers

All **your** customers who obtain goods or services from **you** on a credit basis.

Cyber act

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

Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**

2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage

Physical loss, destruction or damage caused by an insured peril under the 'Property damage section' unless otherwise excluded.

Data

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

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, **storm**, **flood**, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

Denial of service attack

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

Incident

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

or

Damage to **your** accounting records, other business books or records at the **premises** for any item on **book debts**.

Flood

Damage caused by

1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam

2 inundation from the sea

3 inundation by rainwater or rainwater-induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

whether resulting from **storm** or not.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Indemnity period

The period during which the **business** is affected, starting on the date the **incident** occurred and ending not later than the **maximum indemnity period**.

Maximum indemnity period

The period shown in **your** schedule.

Phishing

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

Storm

Storm excluding damage by **flood**.

Terrorism

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

For Northern Ireland: 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.

For the Channel Islands and the Isle of Man and any territory outside the **policy territories**: 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.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes, but is not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Basis of loss settlement

These terms of settlement only apply if the paragraph title appears in **your** schedule for this section.

Book debts

We will cover **you** for

1 loss of book debts

and

2 additional costs

and the amount payable will be

- a for the loss of **book debts** the difference solely due to the **incident**, between the amount of the **book debts** at the date of the **incident** and the total amount received in payment of them during the 12 months after the **incident**
- b for additional costs: the additional costs necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **book debts** which would have taken place as a result of the **incident**, but not exceeding the amount which would otherwise have been payable under **a**

provided that if at the time of the **incident** the sum insured by this item is less than the total amount of the **book debts**, the amount payable will be proportionately reduced.

Increase in cost of working

We will cover **you** for increase in cost of working and the amount payable will be the additional expenditure necessarily and reasonably incurred by **you** as a result of the **damage** in order to prevent or minimise the interruption of the **business** during the **indemnity period**.

We will not be liable for more than 50% of the sum insured during the first three months of the **indemnity period** and the balance of any amount due will follow in equal monthly proportions.

✓ What is covered

1 **We** will cover **you** for any items shown in **your** schedule for Increase in cost of working for any **incident** during the **period of insurance** which results in the **business** being interrupted or interfered with.

Provided that

- a at the time of the **damage** there is insurance in force covering **your** interest in the **premises** or other property against that **damage** and that
  - i payments have been made or liability admitted under that insurance
  - ii payment would have been made or liability admitted but for the conditions in that insurance, excluding liability for losses below a specified amount
- b such **damage** would not have been excluded by the Property damage section of this policy.

2 **We** will cover **you** for any items shown in **your** schedule for **book debts**.

If any of **your** accounting records, other business books or records at the **premises** suffers **damage** during the **period of insurance** and it is not possible for **you** to obtain from **your customers** all the amounts due to **you** and outstanding at the date of the **damage**, then **we** will pay **you** the amount **you** may be entitled to recover under the conditions of this section.

Provided that **our** liability will not exceed

- a the total sum insured, or for any item of **book debts**, its sum insured at the date of the **damage**
- b the sum insured remaining after deduction for any other loss under this section as a result of **damage**, occurring during the same **period of insurance** unless **we** have agreed to reinstate the sum insured.

Limit of cover

The most **we** will pay **you** during any one **period of insurance** is the sum insured shown against each item in **your** schedule, plus professional accountants charges.

Extensions of cover

Munitions of war cover

The 'War risks exclusion' will not apply to **damage** to property insured under this section from or occasioned by the detonation of munitions of war or parts thereof in the **policy territories** in or within one mile of the property insured, provided that the presence of such munitions results from World War II and does not result from a state of war current at the time of **damage**.

✗ What is not covered

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking, phishing, denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**.

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

Date recognition exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from, directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril** covered by this section.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 This exclusion does not apply to any **damage** to any property and any **business interruption** loss directly resulting therefrom and otherwise covered under this section, where such **damage** arises from a **defined peril**.

Erasure of data exclusion

We will not cover damage arising directly or indirectly from

1 erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately caused by rioters, strikers, locked-out workers, people taking part in labour disturbances or civil commotion or malicious persons

2 other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from a **defined peril** which is covered under the 'Property damage section' of this **policy**.

Fraud and dishonesty exclusion

We will not cover **you** for **business interruption** arising directly or indirectly from acts of fraud or dishonesty by **you**, **your** employees, or any partner, director or member of **your** family. **We** will cover subsequent **business interruption** which results from a **defined peril** covered by this section.

Pollution or contamination exclusion

We will not cover **you** for any consequential loss resulting from pollution or contamination but **we** will cover loss resulting from **damage** to property used by **you** at the **premises** for the purpose of the **business** which is covered elsewhere in this section caused by

1 pollution or contamination at the **premises** which itself results from a **defined peril** provided that peril is covered by this section

2 a **defined peril** provided that peril is covered by this section which itself results from pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Terrorism and Northern Ireland exclusion

We will not cover **you** for any consequential loss of any nature directly or indirectly caused by, resulting from or in connection with

1 In England, Scotland, Wales, the Channel Islands, the Isle of Man and any territory outside the **policy territories**

 a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

 b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

2 In Northern Ireland

 a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

 b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

 c riot, civil commotion and (except for **damage** or interruption caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Section conditions

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

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Book debts condition

We will cover **you** for business interruption caused by or arising directly or indirectly from **damage** to **your** accounting records, other business books or records at the **premises**.

Provided that

1 at the end of each month **you** record the total amount of **book debts**

2 **you** keep a copy of such record at a place other than at the **premises**.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim.

Claims condition

In the event of a claim being made under this section **you** will at **your** own expense

1 a other than in respect of **book debts** provide **us** within 30 days after the end

of the **indemnity period** or within such time as agreed by **us** with written details of **your** claim

b provide **us** with details of any other insurances covering the property used by **you** at the **premises** for the purpose of the **business** or any part of it or any consequential loss

2 deliver to **us** any books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs and any other information required, by **us**, for the purpose of investigating or verifying the claim together with, if required, a statutory declaration of truth of the claim and any matters connected with it.

If **you** do not comply with this condition

1 **you** will not be covered and **we** will not pay **your** claim

2 if **we** refuse to pay **your** claim **you** must repay **us** any amount **we** may have already paid.

Public and products liability section

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the 'Meanings of defined terms' at the start of **your policy**.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

1. of any claimant which **you** become legally liable to pay
2. incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
   a. any coroner's inquest or fatal accident inquiry
   b. summary court proceedings.

Clean up costs

Costs and expenses of remediation of environmental damage or environmental harm.

Computer system

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

Contractual liability

Legal liability assumed by **you** under the terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Cyber act

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

Cyber incident

1 Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system.**

2 Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Data

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

Employed person

1 Anyone under a contract of service or apprenticeship with **you**.

2 Anyone who is

- a employed by **you** or on **your** behalf on a labour only basis
- b self employed
- c hired to **you** or borrowed by **you** from another employer
- d a voluntary helper or taking part in a work experience or training scheme
- e a driver or operator of hired-in plant
- f an outworker or homeworker
- g a prospective employee who is being assessed by **you** as to their suitability for employment
- h a person on secondment to **you** from an overseas subsidiary company or **your** parent company whilst working within the **policy territories**
- i a person engaged in community service working under the Criminal Justice Act 2003 or similar legislation

and under **your** direct control or supervision.

Enforcing authority

Any government or statutory authority implementing or enforcing environmental protection legislation in the **policy territories**.

Event

Claim or series of claims against **you** as a result of or caused by a single source or the same original, repeated or continuing cause.

Fungal pathogens

Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

Hot work

Any work that requires, uses or produces open flames or any other sources of heat or sparks that could ignite combustible materials.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Nuisance or trespass

Nuisance, trespass to land or trespass to goods, or interference with any easement.

Offshore

On or working from or travelling by sea or air to, from or between an offshore rig, platform or similar offshore installation.

Personal injury

1 **Bodily injury.**

2 Wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy.

Pollutants

Any solid, liquid or gaseous pollutant, contaminant or irritant substance or any biological agent that is a danger to human health.

Principal

Employer who has engaged **you** to act on their behalf, under a contract or agreement for the performance of work by **you**, in connection with the **business**.

Products

Products that **you** have sold, supplied, provided or delivered including

1 containers, packaging, labelling, instructions or advice in connection with products

2 **services** that have been completed as part of a contract for the sale or supply of products

in the course of the **business**.

Property damage

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under

1 Health and Safety

2 Terrorism (protection of premises)

3 Consumer Protection

4 Food Safety

legislation, applying within the **policy territories**.

Services

Work, process or other operation that **you** undertake or is undertaken on **your** behalf including any goods or materials used in connection with the work, process or other operation in the course of the **business**.

Sudden incident

Sudden, identifiable, unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

Territorial limits

1 The **policy territories.**

2 The European Union but only in respect of

   a part **7** of 'Additional business activities cover'

   b 'Contingent motor liabilities cover'

   c part **2** of 'Work overseas cover'.

3 Worldwide but only in respect of

   a part **3** and part **a** of 'Personal liability cover'

   b part **1** of 'Work overseas cover'

   c **products** supplied from within the **policy territories**.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of

1 **personal injury**

2 **property damage**

3 **nuisance or trespass**

occurring during the **period of insurance** in connection with the **business** within the **territorial limits**.

If legal liability to pay damages in respect of **property damage** or **nuisance or trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, buildings or any structure, cover will only apply where the release or escape of such **pollutants** arises from a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories**. All **property damage** or **nuisance or trespass** will be considered as having occurred at the time of the **sudden incident**.

Limit of indemnity

1 The public liability limit of indemnity shown in **your** schedule is the most **we** will pay in total for all damages arising from one **event**.

2 The public liability limit of indemnity is also the most **we** will pay in total for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from release or escape of **pollutants**.

3 The products liability limit of indemnity shown in **your** schedule is the most **we** will pay in total for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from **products**.

4 The terrorist act limit of indemnity shown in **your** schedule is the most **we** will pay in total for all damages as a result of all occurrences during any one **period of insurance**, arising directly or indirectly in connection with a **terrorist act**.

5 The data protection limit of indemnity shown in **your** schedule is the most **we** will pay in total for all compensation, costs and expenses arising under 'Data Protection cover' as a result of all occurrences during any one **period of insurance.**

6 The environmental clean up limit of indemnity shown in **your** schedule is the most **we** will pay in total for all 'Environmental clean up cover', as a result of one **sudden incident** or all such incidents happening during any one **period of insurance**.

   Where a claim for damages arises in addition to 'Environmental clean up cover' as a result of the same **sudden incident**, the most **we** will pay for the total amount of damages and 'Environmental clean up cover' added together will not exceed the public liability limit of indemnity shown in **your** schedule.

7 The manslaughter costs limit of indemnity shown in **your** schedule is the most **we** will pay in total for all 'Manslaughter costs cover' and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance**.

8 The safety legislation costs limit of indemnity shown in **your** schedule is the most **we** will pay in total for all 'Safety legislation costs cover' and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance**.

9 If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all parties entitled to cover, shall not in any circumstances exceed the limit of indemnity applicable to the claim or claims.

10 **We** will pay 'Claim costs cover' in addition to the limit of indemnity applicable to the claim or claims, except where

   a an action for damages is started or brought in the United States of America or Canada

   b **we** state any amount or limit of indemnity is inclusive of 'Claim costs cover'.

11 If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity applicable to the claim or claims for the total of all damages and 'Claim costs cover' arising from the action.

12 **We** may at any time pay

   a the limit of indemnity applicable to the claim or claims, after deducting any amounts already paid, or

   b any lesser amount for which a settlement can be made.

   We will not then be liable to make any further payment in respect of the claim or claims. If **we** have agreed to pay 'Claim costs cover' in addition to the limit of indemnity applicable to the claim or claims, **we** will pay the costs incurred before the date of the claim payment.

Additional business activities cover

The cover under this section includes the following activities of the **business**

1 providing and managing facilities for the benefit and welfare of **employed persons**, including
   - a canteen
   - b car parking
   - c nursery, creche or child care where incidental to the **business**
   - d sports or social facilities

2 the provision of car parking for the benefit of customers and visitors

3 owning, repairing, maintaining and decorating **your** own property or premises **you** use

4 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises

5 maintaining and repairing vehicles and machinery owned or used by **you**

6 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission

7 organisation of, attendance at and participation in exhibitions, trade shows, conferences and seminars within the **policy territories** and the European Union

8 organisation and sponsorship of fundraising activities and events and sponsorship of individuals

9 the sale or disposal of **business** assets.

Claim costs cover

We will cover **claim costs** in connection with a claim for which an award of damages or **clean up costs** is paid or may be payable under this section. **We** will not cover **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will pay **you** at the rate of £500 per person for each day that **we** request **you** or any director, partner, officer or **employed person** to attend court as a witness in connection with a claim for which an award of damages is paid or may be payable under this section.

Contingent motor liabilities cover

The 'Road Traffic Act exclusion' will not apply to this cover.

We will cover the amount of damages which **you** are legally liable to pay in respect of

1 **bodily injury**

2 **property damage**

occurring during the **period of insurance** and arising out of

   - a the use by an **employed person** of their own motor vehicle
   - b the movement of any motor vehicle, not owned by, or provided by **you** or an **employed person**, that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working

within the **policy territories** and in the European Union in connection with the **business**.

We will not pay

1 unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle

2 for loss of or damage to any motor vehicle referred to in **a** or **b** above

3 where cover is provided by another insurance policy.

Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate policy had been issued to each and, where **you** are a membership organisation, the cover will apply to each member as if a separate policy had been issued to each member.

However the most **we** will pay in total, on behalf of all parties entitled to cover, shall not in any circumstances exceed the limit of indemnity applicable to the claim or claims.

Data Protection cover

We will cover the amount of compensation, costs and expenses which **you** are legally liable to pay under Data Protection legislation occurring during the **period of insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

We will only pay

1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction

2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

We will not cover

1 any claims from directors or **employed persons**

2 fines or penalties imposed by a court

3 the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice

4 the cost of replacing, reinstating, rectifying or erasing any personal data

5 refund of monies paid to **you** by any claimant

6 liability for which cover is provided under any other more specific insurance.

Defective Premises Act cover

We will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** or **property damage**, occurring during the **period of insurance**, arising out of premises **you** have disposed of, but had previously owned in connection with the **business**.

We will not cover

1 loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them

2 any liability for which **you** are covered under any other insurance policy.

Environmental clean up cover

We will cover the amount of **clean up costs** which **you** are legally liable to pay, under a notice or order imposed upon **you** by an **enforcing authority**, arising from a release or escape of **pollutants**, onto or into land, surface water or ground water.

This cover will only apply where the release or escape of such **pollutants** arises from a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the **business** within the **policy territories**.

We will not cover

1 any part of a claim for **clean up costs**

  a at, in or upon property that is or was owned by **you**, or in **your** possession, or in **your** custody or under **your** control

  b to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that

    i necessary to meet the standards required by law at the start of remediation

    ii existing at the time of a **sudden incident** for which a claim is made under this section

2 the environmental clean up **excess** shown in **your** schedule in respect of each and every claim.

Manslaughter costs cover

We will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

 Defined terms are **highlighted in bold blue** ▶ *see page 5 and the start of each section of cover for their meanings*

You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

We will not pay

1. fines, penalties or awards of compensation imposed by a criminal court
2. fees for intervention raised or payable under any Health and Safety laws or regulations
3. costs and expenses of implementing any remedial order or publicity order
4. costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
5. costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
6. costs and expenses of defence where defence costs are available from any other source or insurance
7. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Munitions of war cover

The 'War risk exclusion' will not apply to claims arising from the accidental detonation of munitions of war arising within the **policy territories**, provided that the presence of munitions does not result from a state of war current at the time of damage.

Personal liability cover

If a claim is made against any director, partner, officer or **employed person** of **yours** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, the cover provided by this section will also apply to the legal liability of such persons whilst

1. performing their normal duties in connection with the **business**
2. work is being carried out on behalf of any director, partner or officer of **yours** by an **employed person** with **your** consent
3. acting in a personal capacity, during the course of a business trip or business journey arranged for the purpose of the **business**.

The cover provided by this section will also apply to

- a. the spouse, civil partner, cohabiting partner or any children accompanying a director, partner, officer or **employed person** in the course of a business trip or business journey
- b. the officers, committee and members of benefit, welfare, fire, safety and security facilities, that **you** provide for **employed persons**, in their respective capacities as such
- c. **your** personal representative in the event of **your** death, or the personal representative of any other deceased person entitled to cover.

We will not pay where cover is provided by another insurance policy.

Principals liability cover

If a claim is made against any **principal** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the **principal** arising from the performance of **your** work for the **principal**.

We will not provide cover beyond the requirements of **your** contract or agreement with the **principal**.

Property in your care cover

The cover provided by this section will apply to the following whether or not it is in **your** possession or custody or under **your** control at the time of the occurrence of loss or damage

1 premises which are leased, let, rented, hired or lent to **you**

2 premises including contents where **you** are temporarily carrying out work in connection with the **business**

3 vehicles or personal effects on **your** premises, which belong to or are the responsibility of **your** directors, partners, officers, **employed persons** or **your** visitors.

We will not provide cover for

1 loss of or damage to property

  a owned by **you**

  b leased, let, rented, hired or lent to **you** or for which **you** otherwise accept responsibility, other than where cover is provided under **1**, **2** or **3** above

  c that is being worked on or is undergoing a process or other operation where loss or damage arises out of such work, process or other operation

  d for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner

2 any **contractual liability**

3 **clean up costs**.

Safety legislation costs cover

We will cover **safety legislation costs** in respect of any **bodily injury** or **property damage** occurring during the **period of insurance** in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

We will not pay

1 fines, penalties or awards of compensation imposed by a criminal court

2 fees for intervention raised or payable under any Health and Safety laws or regulations

3 costs and expenses of an appeal against improvement or prohibition notices

4 costs and expenses from the point of being charged for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred

5 costs and expenses of defence where defence costs are available from any other source or insurance

6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Work overseas cover

We will cover **you** for

1 non manual work temporarily undertaken by **you** or on **your** behalf worldwide

2 manual work undertaken by **you** or on **your** behalf within the European Union, for a period or periods of up to 180 days in total during any one **period of insurance**

by persons ordinarily resident within the **policy territories**.

✘ What is not covered

Aircraft and watercraft exclusion

We will not cover claims caused by or arising from **you** owning, possessing or using any

1 aircraft (including unmanned aerial vehicles such as model aircraft, helicopters and drones)

Defined terms are **highlighted in bold blue** ▶ *see page 5 and the start of each section of cover for their meanings*

2 spacecraft

3 watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

Airside exclusion

We will not cover claims caused by or arising from any **services** in, or on

1 aircraft

2 airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

Asbestos exclusion

We will not cover claims caused by or arising from

1 inhalation or ingestion of **asbestos**

2 exposure to or fear of the consequences of exposure to **asbestos**

3 the presence of **asbestos** in any property or on land

4 investigating, managing, removing, controlling or remediation of **asbestos**.

Aviation and hovercraft products exclusion

We will not cover claims caused by or arising from any **products** which, to **your** knowledge, are for use in or on any aircraft, hovercraft or device intended to travel through air or space.

Contractual liability exclusion

We will not cover claims

1 for **contractual liability** in connection with **products**

2 where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of any claim

3 to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

Cyber and data exclusion

We will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

1 any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**

2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**

3 failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

a for **bodily injury**

b for physical **property damage**

c under the 'Data Protection cover' of this section

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**.

Damage to products and services exclusion

We will not cover claims for loss of or damage to property forming part of a contract for the sale or supply of **products** or **services**, caused by or arising from a defect in or the unsuitability of those **products** or **services**.

Deliberate act exclusion

We will not cover claims

1 caused by or arising from any deliberate act, error or omission

a where the results are intended or expected, or are reasonably foreseeable by **you**

b by anyone other than **you**, so far as cover is requested for their own liability

2 for **clean up costs** in circumstances where **you** have knowingly

a deviated from any regulatory notice, order or protection ruling

b omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

Employee injury exclusion

We will not cover claims for **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

Excess exclusion

The relevant **excess** shown in **your** schedule will apply to each **event**.

In respect of **products**, where claims occur in more than one **period of insurance** arising from the same single source or original, repeated or continuing cause, the **excess** will be applied once per **period of insurance**.

Fungal pathogens exclusion

We will not cover claims caused by or arising directly or indirectly from any **fungal pathogens**.

North America exclusion

We will not cover claims caused by or arising from

1. any **products**, which to **your** knowledge, are for export, either directly or indirectly to the United States of America or Canada
2. **services** in the United States of America or Canada
3. pollution or contamination of the atmosphere, land or water or any buildings or structure, or any environmental damage or harm in the United States of America or Canada.

Offshore exclusion

We will not cover claims caused by or arising from any **services offshore**.

Overseas establishment exclusion

We will not cover claims caused by or arising from any

1. associated or subsidiary company of **yours**
2. of **your** branch offices
3. representative of **yours** with power of attorney

registered, having premises or resident outside the **policy territories**.

Professional duty exclusion

We will not cover claims caused by or arising from any breach of professional duty in relation to advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, testing or supervision undertaken or given for a fee.

Punitive damages exclusion

We will not cover claims to pay

1. any award of punitive, exemplary or aggravated damages
2. additional damages resulting from the multiplication of compensatory damages

by a court of law outside the **policy territories**.

Radioactive contamination exclusion

We will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Recall exclusion

We will not cover claims to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw **products** from sale or use.

Rectification of defects exclusion

We will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable **products** or **services**, or to make any refund.

Road Traffic Act exclusion

We will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

Defined terms are **highlighted in bold blue** ▶ *see page 5 and the start of each section of cover for their meanings*

War risk exclusion

We will not cover claims caused by or arising from war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section.

You must comply with these conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

Hot work precautions condition

The following precautions must be complied with each time that **hot work** is undertaken away from **your** premises

1 the area where the work is to be completed must be cleared of all combustibles

2 combustible floors and other combustible property which cannot be moved must be protected by non-combustible material

3 where welding, cutting or grinding equipment is being used, the protections in point 2 above must extend to at least 6 metres from or beneath the work area

4 where there is a danger of ignition either directly or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material removed

5 at least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use

6 no heat-producing equipment must be left out of view of its operator or firewatcher whilst alight, powered or hot

7 a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after each period of work is completed.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Index linking condition

The estimates shown in **your** schedule will be index linked. The renewal premium for each **period of insurance** will be calculated on adjusted estimates in line with suitable indices of costs.

You must review **your** estimates at each renewal and tell **us** if the estimates need to be changed to accurately reflect **your business** activity for the forthcoming **period of insurance**.

Legionella precautions condition

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

A written record of the assessment must be retained by **you** for inspection by **us** if a claim arises.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Sub-contractors (services) condition

If **you** appoint any sub-contractor (other than an **employed person**) to carry out **services** **you** must take reasonable steps to obtain confirmation from the sub-contractor, prior to starting work, that they have Public liability insurance in force throughout the period of their involvement.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Suspension of cover condition

We may, at any reasonable time, inspect any premises or site and, in the event of any defect or danger being apparent, **we** may, by written notice to **you**, suspend **our** liability that may arise from that defect or danger.

Employers' liability section

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within this section. They will be highlighted in **bold** blue **print** and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the 'Meanings of defined terms' at the start of **your policy**.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

1 of any claimant which **you** become legally liable to pay

2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at

- a any coroner's inquest or fatal accident inquiry
- b summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Employed person

1 Anyone under a contract of service or apprenticeship with **you**.

2 Anyone who is

- a employed by **you** or on **your** behalf on a labour only basis
- b self employed
- c hired to **you** or borrowed by **you** from another employer
- d a voluntary helper or taking part in a work experience or training scheme
- e a driver or operator of hired-in plant

f an outworker or homeworker

g a prospective employee who is being assessed by **you** as to their suitability for employment

h a person on secondment to **you** from an overseas subsidiary company or **your** parent company whilst working within the **policy territories**

i a person engaged in community service working under the Criminal Justice Act 2003 or similar legislation

and under **your** direct control or supervision.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Offshore

On or working from or travelling by sea or air to, from or between an offshore rig, platform or similar offshore installation.

Principal

Employer who has engaged **you** to act on their behalf, under a contract or agreement for the performance of work by **you,** in connection with the **business**.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under

1 Health and Safety

2 Terrorism (protection of premises)

3 Consumer Protection

4 Food Safety

legislation, applying within the **policy territories**.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed person** resident within the **policy territories,** caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

Limit of indemnity

1 The employers' liability limit of indemnity shown in **your** schedule is the most **we** will pay for the total of all damages and 'Claim costs cover' and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence.

2 The terrorist act limit of indemnity shown in **your** schedule is the most **we** will pay in total for all damages and 'Claim costs cover' and will apply exclusively to any one claim or series of claims by one or more of the **employed persons** arising directly or indirectly in connection with a **terrorist act**.

3 The data protection limit of indemnity shown in **your** schedule is the most **we** will pay in total for all compensation, costs and expenses arising under 'Data Protection cover' as a result of all occurrences during any one **period of insurance**.

4 The manslaughter costs limit of indemnity shown in **your** schedule is the most **we** will pay in total for all 'Manslaughter costs cover' and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance**.

5 The safety legislation costs limit of indemnity shown in **your** schedule is the most **we** will pay in total for all 'Safety legislation costs cover' and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance**.

6 **We** may at any time pay

a the limit of indemnity applicable to the claim or claims, after deducting any amounts already paid, or b any lesser amount for which a settlement can be made.

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

Additional business activities cover

The cover under this section includes the following activities of the **business**

1. providing and managing facilities for the benefit and welfare of **employed persons**, including
   - a canteen
   - b car parking
   - c nursery, creche or child care where incidental to the **business**
   - d sports or social facilities
2. the provision of car parking for the benefit of customers and visitors
3. owning, repairing, maintaining and decorating **your** own property or premises **you** use
4. providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
5. maintaining and repairing vehicles and machinery owned or used by **you**
6. private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
7. organisation of, attendance at and participation in exhibitions, trade shows, conferences and seminars within the **policy territories** and the European Union
8. organisation and sponsorship of fundraising activities and events and sponsorship of individuals
9. the sale or disposal of **business** assets.

Claim costs cover

We will cover **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section. **We** will not cover **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will pay **you** at the rate of £500 per person for each day that **we** request **you** or any director, partner, officer or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Data Protection cover

We will cover the amount of compensation, costs and expenses which **you** are legally liable to pay under Data Protection legislation occurring during the **period of insurance**, arising from holding the personal data of directors or **employed persons**, or, as a result of any loss, misuse or unauthorised disclosure of the personal data of directors or **employed persons** held by **you** in the course of the **business**.

We will only pay

1. amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction
2. if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

We will not cover

1. fines or penalties imposed by a court
2. the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
3. the cost of replacing, reinstating, rectifying or erasing any personal data
4. refund of monies paid to **you** by any claimant
5. liability for which cover is provided under any other more specific insurance.

Manslaughter costs cover

We will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

We will not pay

1. fines, penalties or awards of compensation imposed by a criminal court
2. fees for intervention raised or payable under any Health and Safety laws or regulations
3. costs and expenses of implementing any remedial order or publicity order
4. costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
5. costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
6. costs and expenses of defence where defence costs are available from any other source or insurance
7. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Personal liability cover

If a claim is made against any director, partner, officer or **employed person** of **yours** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, the cover provided by this section will also apply to the legal liability of such persons whilst

1. performing their normal duties in connection with the **business**
2. work is being carried out on behalf of any director, partner or officer of **yours** by an **employed person** with **your** consent
3. acting in a personal capacity, during the course of a business trip or business journey arranged for the purpose of the **business**.

The cover provided by this section will also apply to

- a the spouse, civil partner, cohabiting partner or any children accompanying a director, partner, officer or **employed person** in the course of a business trip or business journey
- b the officers, committee and members of benefit, welfare, fire, safety and security facilities, that **you** provide for **employed persons**, in their respective capacities as such
- c **your** personal representative in the event of **your** death, or the personal representative of any other deceased person entitled to cover.

We will not pay where cover is provided by another insurance policy.

Principals liability cover

If a claim is made against any **principal** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the **principal** arising from the performance of **your** work for the **principal**.

We will not provide cover beyond the requirements of **your** contract or agreement with the **principal**.

Safety legislation costs cover

We will cover **safety legislation costs** in respect of any **bodily injury** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

We will not pay

1 fines, penalties or awards of compensation imposed by a criminal court
2 fees for intervention raised or payable under any Health and Safety laws or regulations
3 costs and expenses of an appeal against improvement or prohibition notices
4 costs and expenses from the point of being charged for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
5 costs and expenses of defence where defence costs are available from any other source or insurance
6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Unsatisfied court judgement cover

We will, at **your** request, pay an **employed person** the amount awarded to that person by a court of law for **bodily injury** against any company, partnership or individual conducting a business within the **policy territories**, if such award remains unpaid six months after the date of the judgement.

We will only provide cover if

1 there is no outstanding appeal
2 the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
3 the judgement was obtained in a court within the **policy territories**
4 the **employed person** or their personal representative assigns the amount awarded under the judgement to **us**.

✗ What is not covered

Offshore exclusion

We will not cover claims for **bodily injury** to any **employed person** while **offshore**.

Radioactive contamination exclusion

We will not cover claims for

1 **contractual liability**
2 which **your principal** has a legal liability

caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Road Traffic Act exclusion

We will not cover claims for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security under any Road Traffic legislation.

Section conditions

These conditions of cover apply only to this section.

You must comply with these conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

Index linking condition

The estimates shown in **your** schedule will be index linked. The renewal premium for each **period of insurance** will be calculated on adjusted estimates in line with suitable indices of costs.

You must review **your** estimates at each renewal and tell **us** if the estimates need to be changed to accurately reflect **your business** activity for the forthcoming **period of insurance**.

Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

(**Note** An example would be a circumstance where **you** have breached a term or condition applicable to this section which may invalidate **your** cover. **We** would still pay the claim to comply with such law, but **you** would be required to reimburse **us**.)

Goods in transit section

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the 'Meanings of defined terms' at the start of **your policy**.

Business interruption

Loss, cost or expense resulting from interruption or interference with **your business** as a result of any loss, destruction or damage to **property**.

Communicable disease

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

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Cyber act

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

Cyber incident

1 Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**.

2 Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage

Physical loss, destruction or damage.

Data

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

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, **storm**, **flood**, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**.

Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Flood

1 The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam

2 Inundation from the sea

3 Inundation by rainwater or rainwater induced run off, other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

whether resulting from **storm** or not.

Geographical limits

Anywhere in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and Eire including the sea crossings in or between them.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Phishing

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

Property

Goods and trade tools belonging to **you** or for which **you** are responsible in connection with the **business**.

Storm

Storm excluding damage by **flood**.

Terrorism

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

In Northern Ireland: 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 the Channel Islands, the Isle of Man and Eire: 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.

Unattended

1 Unattended.

2 Not attended by a person who is awake.

Vehicle

Motor vehicle, articulated vehicle, trailer or semi-trailer owned or operated by **you**.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

We will cover **you** for **damage** to **property** whilst

1 in transit by any means of conveyance described in **your** schedule

2 being loaded prior to despatch from the point of actually lifting **property** by or onto the means of conveyance

3 being unloaded and moved to the first resting place at the final destination

4 using roll-on roll-off vehicle ferries providing the **property** is not unloaded from or reloaded onto the **vehicle**

5 in temporary storage up to a maximum of 45 days whilst

   a on or off the **vehicle** during transit

   b awaiting shipment on any quayside, in any dock or airport store, or similar store specified in the contract

excluding any installation, erection or testing, during the **period of insurance** within the **geographical limits**.

Basis of claims settlement

We will pay **you** for the invoice value of **property** at the time of its **damage** or **we** may repair, replace or reinstate the **property**.

If an invoice has not been raised at the time of **damage**, the valuation will be based on the sale or re-sale value of the **property** at the time of the start of the transit.

If the damaged **property** is not new, **we** will deduct an amount for wear, tear and depreciation.

In the event of **damage** to any machinery or equipment, which when complete for sale or use consists of several separate parts, **we** will only pay for the part or parts actually damaged, including any replacement charges. In all circumstances the most **we** will pay is the the value of the complete machine or equipment.

Claims for the total loss or destruction of 'Ropes and sheets cover', 'Personal effects cover' and 'Electronic equipment cover' will be settled on the basis of value at the time of **damage** with adjustment for wear and tear.

The most **we** will pay for

1 **damage** to **property**

   a sent at any one time

      i in one or more packages and in one load by carrier to the same destination

      ii for any one self contained package sent by post

   b in total at

      i packers premises

      ii customers premises whilst being demonstrated or approved

   is the consignment limit applicable to the claim or claims, shown in **your** schedule

2 **damage** to **property** sent at any one time in one or more packages and in one load by

vehicle to the same destination is the vehicle limit shown in **your** schedule

3 any one claim or series of claims arising from one occurrence in total is the limit any one event shown in **your** schedule.

The most **we** will pay, in addition to the limits in 1 and 2 above, for

a 'Additional expenses cover' is £10,000 any one claim

b 'Electronic equipment cover' is £500 any one claim

c 'Personal effects cover' is £500 per person

d 'Ropes and sheets cover' is £2,500 any one claim

e 'Travellers samples cover' is the consignment limit shown in **your** schedule.

Additional expenses cover

We will cover expenses incurred by **you** in

1 the removal of debris and site clearance from the immediate area of the site where **damage** to **property** in transit by **vehicle** has occurred

2 transferring **property** to any other conveyance, following fire, collision, overturning or impact of the conveying **vehicle**, including carrying the **property** to **your** choice of

  a the original destination, or

  b the place of despatch, or

  c a place of collection, or

  d with our prior written agreement any other suitable location within the **geographical limits**

3 reloading onto the **vehicle** any **property** which has fallen from the **vehicle**

4 re-securing the **property** where there is dangerous movement of the load in transit by **vehicle**.

Demonstration or approval cover

We will cover **damage** to **property** whilst

1 in transit to or from **your** customer's premises on demonstration or on approval

2 on **your** customer's premises where the **property** is being demonstrated or being approved, excluding loss or damage caused by or through its demonstration or use

during the **period of insurance** within the **geographical limits**.

Electronic equipment cover

We will cover **damage** to portable electronic equipment belonging to **you** and provided to the driver or attendant of **your** vehicle for use in the course of transit of **property**, occurring during the **period of insurance** within the **geographical limits**.

Incoming goods cover

We will cover **damage** to **property** consigned to **you** from an address within the **geographical limits**, if it is **your** responsibility to insure, during the **period of insurance**.

Packers premises cover

We will cover **damage** to **property** whilst

1 on the premises where the **property** is being packed, re-packed or labelled for transit, excluding

  a **property** on any premises owned or occupied by **you**

  b any loss, damage, cost or expense caused by or through the process of packaging, re-packaging or labelling

2 in transit to or from premises where the **property** is being packed for transit

during the **period of insurance** within the **geographical limits**.

Personal effects cover

We will cover the personal effects of **your** driver or attendant , where **damage** arises out of an occurrence for which there is also a valid claim for **damage** to **property** in or on a **vehicle**.

Ropes and sheets cover

We will cover **damage** to tarpaulins, sheets, trailer curtains, ropes, chains, webbing straps and packing materials belonging to **you** or for which **you** are responsible, not insured under any other insurance policy, occurring during the **period of insurance** within the **geographical limits**, whilst carried on a **vehicle**.

Travellers samples cover

We will cover **damage** to travellers stock or samples whilst

1 in transit
2 temporarily removed from a **vehicle** during transit and
   a kept in a locked safe, locked room or locked building, or
   b under the custody or control of **you** or **your** employee

during the **period of insurance** within the **geographical limits**.

✘ What is not covered

Business interruption exclusion

We will not cover **business interruption** other than as specified under the 'Additional expenses cover'.

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus or similar mechanism**
2 any **cyber incident**.

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

Date recognition exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril** covered by this section.

Delay exclusion

We will not cover loss, damage, cost or expense to **property** directly or indirectly caused by or arising from delay or loss of market.

Deliberate loss or damage exclusion

We will not cover loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

Deterioration exclusion

We will not cover loss damage cost or expense arising from

1 deterioration
2 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring scratching vermin or insects
3 change in temperature, colour, flavour, texture or finish

unless directly caused by fire, accident (not breakdown) to the means of conveyance, theft or attempted theft.

Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2 This exclusion does not apply to physical loss, **damage** or destruction to property insured under this section, where such physical loss, **damage** or destruction arises from a **defined peril**.

Excess exclusion

The **excess** shown in **your** schedule will apply to each claim or series of claims arising from one occurrence.

Exports exclusion

Where **property** is consigned to an address outside of the **geographical limits** cover will cease when the **property** is placed on board ship or aircraft.

Insufficient packaging or labelling exclusion

We will not cover loss, damage, cost or expense caused by or arising from

1 insufficient, unsuitable or defective packaging

2 insufficient or incorrect labelling or addressing

unless the packaging, labelling or addressing was not carried out by **you** and **you** had no control or knowledge of the insufficiency, unsuitability, defect or error.

Living creature exclusion

We will not cover loss or destruction of or injury to living creatures.

Malfunction exclusion

We will not cover any electrical or mechanical malfunction unless caused by impact.

More specific insurance exclusion

We will not cover **property** more specifically insured by **you** or on **your** behalf.

Pressure waves exclusion

We will not cover loss, damage, cost or expense directly or indirectly caused by or arising from pressure waves caused by aircraft or other aerial devices.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Temperature-controlled property exclusion

We will not cover the deterioration of **property** conveyed in frozen, chilled or insulated conditions due to

1 faulty stowage

2 incorrect setting or operation of the equipment

3 variations in temperature unless directly caused by fire, accident (but not breakdown) to the means of conveyance, theft or attempted theft.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1 In England, Scotland, Wales, the Channel Islands, the Isle of Man and Eire

   a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

   b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

2 In Northern Ireland

   a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Theft whilst unattended exclusion

We will not cover loss, damage, cost or expense where the **vehicle** is left **unattended** unless there is evidence of forcible and violent entry to the **vehicle**.

Valuables exclusion

We will not cover loss, damage, cost or expense to

1 money, securities for money (which includes certificates of bond, stock certificates, bills of exchange, promissory notes) or stamps

2 watches, precious stones, jewellery or bullion.

War risk exclusion

We will not cover loss, damage or expense caused by or happening through war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Carrier notification condition

If loss or damage is caused by a carrier, **you** must notify the carrier in writing as soon as **you** are aware of the loss or damage, as well as notifying **us**. **You** may be asked to complete the carriers claim form and any compensation **you** receive from a carrier must be paid to **us** if **we** have paid the claim.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Unattended condition

Whenever **property** is left in a **vehicle** which is **unattended you** must ensure that

1 all windows and other openings are closed

2 the **vehicle** is securely locked

3 all keys are removed from the **vehicle**

4 any alarm, immobiliser or other security device is set to operate

5 between 9pm and 6am the **vehicle** is contained in a securely locked building or securely locked, fully enclosed compound.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Money and personal assault section

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the **policy** defined terms that can be found within the 'Meanings of defined terms' section at the start of **your policy**.

Business hours

Your usual office hours and the working hours (including overtime) while **you** or **your** employees entrusted with **money**, are at **your premises** for the purposes of the **business**.

Communicable disease

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

1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Cyber act

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

 Defined terms are **highlighted in bold blue** ▶ *see page 5 and the start of each section of cover for their meanings*

Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**

2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage

Physical loss, destruction or damage.

Data

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

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, **storm**, **flood**, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

Denial of service attack

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

Flood

Damage caused by

1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam

2 inundation from the sea

3 inundation by rainwater or rainwater-induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

whether resulting from storm or not.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Insured person(s)

You and any of **your** principals, partners, directors or employees.

Money

Negotiable money and **non-negotiable money** belonging to **you** or which **you** are responsible for.

Negotiable money

Bills of exchange, uncrossed promissory notes, cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed postal orders, uncrossed money orders, uncrossed warrants, current postage stamps, unused units in franking machines, National Savings stamps, National Insurance stamps, trading stamps, gift tokens, gaming machine tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers, securities for money and travel warrants.

Non-negotiable money

Crossed warrants, credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders, crossed money orders, crossed national giro bank, crossed promissory notes, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, savings bonds, stamped National Insurance cards and National savings certificates.

Phishing

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

Storm

Storm excluding damage by **flood**.

Terrorism

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

For Northern Ireland: 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.

For the Channel Islands and the Isle of Man and any territory outside the **policy territories**: 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.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes, but is not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

Part 1 – Money

We will cover **you** for

1 loss of **money** held in connection with the **business** anywhere within the **policy territories** for

- a **non-negotiable money** up to £250,000 any one claim
- b **negotiable money**
  - i from **your premises** during **business hours**
  - ii in a bank night safe
  - iii from **your premises** whilst in a locked safe when closed for business
  - iv in transit
  - v from **your premises** whilst not in a locked safe when closed for business.

  Our liability for any one claim will not exceed the limits shown in **your** schedule.

  - vi whilst at the residence of any of **your** principals or authorised employees up to £1,000 for any one claim
  - vii from gaming, amusement or vending machines up to £500 any one loss

2 **damage** to safes and strong rooms belonging to **you** or for which **you** are responsible resulting from theft or any attempted theft of **money** anywhere within the **policy territories**

Our liability will not exceed £5,000 any one claim and £15,000 in any one **period of insurance**

3 **damage** to clothing and personal effects belonging to the **insured person(s)** caused by robbery or attempted robbery occurring in the course of the **business** subject to a limit of £1,000 for any one **insured person**

4 **damage** to

- a any stamp franking machine

 Defined terms are **highlighted in bold blue** ▶ *see page 5 and the start of each section of cover for their meanings*

b money belts, waistcoats, cash carrying cases and similar cash carrying devices designed for the safe carriage of **money**

as a result of robbery or attempted robbery occurring in the course of the **business**

5 costs necessarily incurred in

a opening or attempting to open any safe or strong room

b the replacement of locks of any safe or strong room

following the theft of or **damage** to the keys to the safe or strong room belonging to **you** for which **you** are responsible.

✘ What is not covered

Part 1 – Money

Please also refer to '**What is not covered**' under **Parts 1** and **2**.

Clerical errors exclusion

We will not cover **you** for any loss due to clerical or accounting errors.

Excess exclusion

We will not cover **you** for the **excess** shown in **your** schedule.

Fraud and dishonesty exclusion

We will not cover **you** for any loss, damage, cost or expense arising from the fraud or dishonesty of **your** partners, directors or employees unless the loss is discovered within 14 working days of the date of the loss.

More specific insurance exclusion

We will not cover **you** for any property more specifically insured by **you** or on **your** behalf.

Unattended vehicles exclusion

We will not cover **you** for any loss, destruction or damage from unattended motor vehicles.

Unexplained loss exclusion

We will not cover **you** for loss, destruction or damage caused by or consisting of

1 disappearance, unexplained or inventory shortage

2 misfiling or misplacing of information.

✓ What is covered

Part 2 – Personal assault

We will pay the **insured person(s)** or in the case of death their personal representatives compensation if any **insured person(s)** suffers bodily injury sustained in the course of the **business**, as a result of

1 robbery or attempted robbery or

2 hold-up or attempted hold-up.

Payments will be made in accordance with the following Table of compensations.

Table of compensations

	Benefit	Compensation
1	Death*	£25,000
2	Total loss or permanent and total loss of use of one or more limbs*	£10,000
3	Total and irrecoverable loss of all sight in one or both eyes*	£10,000
4	Permanent total disablement from engaging in or carrying out the **insured person(s)** usual occupation	£25,000
5	Temporary total disablement from engaging in or carrying out the **insured person(s)** usual profession or occupation	£100 per week for any one injury (while the **insured person(s)** is disabled) for a period not exceeding 104 weeks calculated from the date of the injury
6	Reimbursement of incurred medical expenses*	Up to £250
7	Reimbursement of incurred counselling costs*	Up to £1,000

*occurring within 2 years of the date of the event giving rise to the bodily injury

We will not pay

1 compensation to the **insured person(s)** under more than one of the benefits of the table of compensations for the same bodily injury
2 the weekly benefit under compensation **5** until the weekly amount payable has been agreed
3 under the compensation payable for benefit **5** more than the average weekly renumeration paid by **you** to the **insured person(s)** over the period of 13 weeks immediately prior to the event which caused the bodily injury to the **insured person(s)** who has suffered the bodily injury.

Any payments already made under benefit **5** will be deducted from payments made under benefits **1**, **2**, **3** or **4** if one of these is also payable.

Conditions applicable to Part 2 (please also refer to the Section conditions)

1 **You** must write to **us** as soon as possible when **you** need to make a claim but in any case within 3 months of the date of the event giving rise to the bodily injury.
2 At **your** expense, **you** must supply all certificates, information and evidence in a form that **we** may require. Where a claim for bodily injury is made, the **insured person(s)** will undergo any medical examinations that **we** may require at **our** expense.
3 In the case of death of an **insured person**, **we** will be entitled to have a post-mortem examination completed at **our** expense.

✘ What is not covered

Parts 1 and 2

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus or similar mechanism**
2 any **cyber incident**.

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

Date recognition exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from, directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril** covered by this section.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2 This exclusion does not apply to **damage** to property insured under this section, where such **damage** arises from a **defined peril**.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear

fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1 In England, Scotland, Wales, the Channel Islands, the Isle of Man and any territory outside the **policy territories**

   a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

   b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

2 In Northern Ireland

   a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

   b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

   c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Section conditions

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

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

You must also comply with

1 Minimum security condition on page 12.

2 Alarm condition on page 10 where **your** schedule shows intruder alarm protection is required.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Contribution condition applicable to Part 1 – Money

If the cover provided by this section is covered by any other policy, **we** will only cover **you** for loss or damage up to the limit shown in **your** schedule above the amount payable under such policy.

Key security condition

You must ensure that the keys of safes or strong rooms are not left at the **premises** out of **business hours** unless the **premises** are still occupied by **you** or any of **your** authorised employees. When the **premises** are still occupied by **you** or any of **your** authorised employees, keys at the **premises** must be deposited in a secure place not in the vicinity of safes or strong rooms.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Money in transit condition

Whenever **negotiable money** in transit exceeds

1. £2,500 it must be accompanied by at least two responsible adults
2. £5,000 it must be accompanied by at least three responsible adults.

No more than £2,500 must be carried by one responsible adult.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Reasonable precautions condition

You must take all reasonable precautions

1. to prevent accidents or injury or **damage** to **your** property or the property of others
2. for the safety of **money** covered by this section and on becoming aware of any event giving rise or likely to give rise to a claim under this section **you** must
   a. give immediate notice to the police and notify **us** as soon as possible. Take all reasonable steps for the discovery and punishment of the guilty person or persons and to trace and recover the **money**
   b. give immediate notice to the Inland Revenue of any loss of stamped National Insurance cards
   c. within 14 days of **you** being aware of the event that may give rise to a claim, provide **us** with a detailed statement of the loss in writing
   d. provide all explanations, vouchers, proof of ownership and other evidence to substantiate the claim. If deemed necessary by **us**, **we** may require further evidence to support the statements of **you** or **your** employees.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Record keeping condition

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

Specified all risks section – cover for specific items

Contents of this section

Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the **policy** defined terms that can be found within the 'Meanings of defined terms' section at the start of **your policy**.

Building(s)

The building(s), outbuilding(s), extensions and garages at the **premises** occupied by **you** or under **your** control, as shown in **your** schedule.

Communicable disease

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

1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Cyber act

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

Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**

2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage

Physical loss or destruction or damage.

Data

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

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, **storm**, **flood**, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

Denial of service attack

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

Flood

Damage caused by

1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam

2 inundation from the sea

3 inundation by rainwater or rainwater-induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

whether resulting from storm or not.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Phishing

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

Storm

Storm excluding damage by **flood**.

Territory covered

The area shown in **your** schedule.

Terrorism

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

For Northern Ireland: 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.

For the Channel Islands and the Isle of Man and any territory outside the **policy territories**: 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.

Vermin

Rats, mice, squirrels, owls, pigeons, foxes, bees and wasps or hornets.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes, but is not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

We will cover **you** for **damage** to the described items specified in **your** schedule occurring during the **period of insurance** within the **territory covered** shown in **your** schedule which are

1 lost, stolen or destroyed and which cannot be recovered or found. **We** will cover **you** for an amount equal to the replacement value of the property at the date of the loss subject to a suitable deduction for wear and tear

2 damaged in any other way. **We** will cover **you** for an amount sufficient to repair the damaged property or at **our** option replace or reinstate such property or any part of it.

We will pay **you** up to the sum insured shown in **your** schedule for any one item.

Inflation protection cover

We will adjust the sums insured at each renewal in line with suitable indices of costs and the renewal premium for this section will be based on the adjusted sums insured.

Munitions of war cover

The 'War risks exclusion' will not apply to **damage** to property insured under this section from or occasioned by the detonation of munitions of war or parts thereof in the **policy territories** in or within one mile of the **premises**, provided that the presence of such munitions results from World War II and does not result from a state of war current at the time of **damage**.

✗ What is not covered

Aircraft or aerial devices exclusion

We will not cover **you** for loss, destruction or damage caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but **we** will cover subsequent **damage** which itself results from a cause covered by this section.

Confiscation or detention exclusion

We will not cover **you** for any claim arising out of official confiscation or detention.

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking, phishing, denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**.

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

Date recognition exclusion

We will not cover **you** for any loss, damage, cost or expense, directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril** covered by this section.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 This exclusion does not apply to **damage** to property insured under this section, where such **damage** arises from a **defined peril**.

Electrically driven machinery exclusion

We will not cover **you** for loss, destruction or damage to any electrically driven machine or apparatus directly caused by its own overrunning, short-circuiting, excessive pressure, self-heating or by the application of excessive electrical energy or mechanical derangement not arising from external impact.

Excess exclusion

We will not cover **you** for the **excess** shown in **your** schedule. Where there is **damage** to more than one item described in **your** schedule as a result of a loss, **we** will only apply one **excess** this being the highest amount shown against any of the items specified that have suffered **damage**.

External conditions exclusion

We will not cover **you** for loss, destruction or damage arising from or attributable to the action of light, atmosphere, moths, parasites or **vermin**.

Fraud and dishonesty exclusion

We will not cover **you** for any loss, damage, cost or expense which results from acts of fraud or dishonesty by **you**, **your** employees or any partner, director or member of **your** family, but **we** will cover subsequent **damage** which results from a **defined peril** covered by this section.

Pollution or contamination exclusion

We will not cover **you** for any loss, damage, cost or expense caused by pollution or contamination unless the **damage** is caused by

1 pollution or contamination which itself results from a **defined peril** provided that peril is covered by this section

2 any **defined peril** provided that peril is covered by this section, which itself results from pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Defined terms are **highlighted in bold blue** ▶ *see page 5 and the start of each section of cover for their meanings*

Temporary removal exclusion

We will not cover **you** for loss, destruction or damage to any component part of any insured item, while such part is removed from its normal position in the item.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1 In England, Scotland, Wales, the Channel Islands, the Isle of Man, and any territory outside the **policy territories**
   - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

2 In Northern Ireland
   - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
   - c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Theft exclusion

We will not cover **you** for theft or attempted theft not involving entry to, or exit from the **building(s)** or part of the **building(s)** occupied by **you** at the **premises** by forcible and violent means.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Wear and tear, deterioration exclusion

We will not cover **you** for loss, destruction or damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials. **We** will cover subsequent **damage** which itself results from a **defined peril** covered by this section.

Section conditions

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

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

You must also comply with

1 Minimum security condition on page 12.

2 Alarm condition on page 10 where **your** schedule shows intruder alarm protection is required.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Average condition

If at the date of **damage** the sum insured is less than the value of the item described in **your** schedule, the amount **we** will pay will be reduced proportionately.

Contribution and average condition

If, at the time of the claim, there is any other policy covering the same item described in **your** schedule and covered by this section, **we** will be responsible only for **our** proportionate share.

If any other policy is subject to any Average condition, this section, if not already subject to average, will be subject to average in the same way as the other insurance policy.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion the sum insured bears to the value of the item described in **your** schedule.

Police notification condition

You must immediately notify the police of any loss or **damage** by theft or attempted theft of property covered by this section. **You** must take all reasonable steps for the discovery and punishment of the guilty person or persons and to trace and recover the property lost.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Reinstatement condition

If any property is to be reinstated or replaced by **us**, **you** will at **your** own expense provide **us** with plans, documents, books and any information as may be reasonably required. **We** will not be required to reinstate exactly, but only as circumstances permit and in a reasonable manner.

Our liability for any one item will not exceed the sum insured shown in **your** schedule.

Reinstatement of sum insured after loss condition

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement

2 complete any additional risk improvements which **we** may reasonably require.

Subrogation waiver condition

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

1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**

2 any company which is a subsidiary of a parent company of which **you** are a subsidiary in each case as defined by current law at the time of the **damage**.

Unattended vehicles condition

We will not cover theft or attempted theft from any vehicle whilst unattended unless

1 the doors of the vehicle are locked and all its windows and other openings are fully closed and properly fastened

2 the vehicle is in a locked garage or a walled or fenced compound that is either securely locked or has a watchman in constant attendance between the hours of 9 p.m. and 6 a.m.

   It will be up to **you** to prove that any theft or attempted theft occurred before 9 p.m. or after 6 a.m.

3 any computer(s) and computer equipment is concealed from view in a glove box or locked boot or covered hatchback area.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Theft by employees section

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the 'Meanings of defined terms' at the start of **your policy**.

Any one claim

All acts of **dishonesty** committed by

1 one **employee**

2 two or more **employees** acting in collusion with each other.

Dishonesty

Any act of fraud or dishonesty to obtain improper financial benefit (other than salaries, fees, commission or other employee benefit earned in the normal course of employment).

Employee

1 Anyone, excluding directors, who is working for **you** in connection with the **business** under a contract of service or apprenticeship with **you** and remunerated wholly or mainly by salary or wages.

2 Anyone who is

  a taking part in a work experience or training scheme

  b working exclusively for **you** as a consultant having previously been employed by **you**

  and under **your** direct control or supervision.

3 Any director of **yours** if that person

  a is also employed by **you** under a contract of service, and

  b controls no more than 5% of the issued share capital of **your business** or of any subsidiary of **your business**.

Loss

Direct loss of money or property belonging to **you** or for which **you** are legally responsible.

Previous insurance

Insurance policy or bond held in force by **you** immediately prior to the start of cover under this section of **your policy**.

✓ What is covered

We will cover **you** for **loss** as a direct result of any act of **dishonesty** committed by an **employee** described or named in **your** schedule during the **period of insurance** in connection with the **business.**

We will not provide cover unless

1. the **loss** is discovered no later than 24 months after the termination of
   a. the employment of the **employee** identified in such **loss**
   b. the insurance in respect of the **employee** identified in such **loss**

   whichever occurs first and if more than one **employee** is involved in a **loss** the discovery period begins with the first termination under **a** or **b** above
2. the act of **dishonesty** is committed within the **policy territories.**

Basis of claims settlement

We will pay **you** for the value of money or property at the time of its **loss** or **we** may replace or reinstate the property.

Losses forming part of any claim will be apportioned to the **period of insurance** in which the **dishonesty** was committed, so that the earliest loss sustained is paid first. Losses will be settled in date order until the limit of indemnity applicable to the claim is reached.

Limit of indemnity

1. The theft by employees any one claim limit of indemnity shown in **your** schedule is the most **we** will pay in total including 'Professional audit fees cover' and 'Rewriting software cover' for **any one claim**.
2. The theft by employees any one period of insurance limit of indemnity shown in **your** schedule is also the most **we** will pay in total including 'Professional audit fees cover' and 'Rewriting software cover' for all claims during any one **period of insurance**.
3. Where any claim involves more than one **period of insurance** the most **we** will pay in total for all **periods of insurance** including 'Professional audit fees cover' and 'Rewriting software cover' is the theft by employees any one claim limit of indemnity shown in **your** schedule applicable at the date the **dishonesty** is first discovered.
4. Where a claim for 'Previous insurance cover' arises in addition to **dishonesty** committed during the **period of insurance**, the most **we** will pay in total including 'Professional audit fees cover' and 'Rewriting software cover' is the theft by employees any one claim limit of indemnity shown in **your** schedule.

Previous insurance cover

We will cover **you** for any **loss** not recoverable under **previous insurance** solely because the period allowed for discovery under the **previous insurance** has expired.

We will not provide cover unless

1. the **loss** is discovered during the **period of insurance**
2. the **previous insurance** had been continuously in force from the time of the **loss** until the start of this section of **your policy**
3. the **loss** would have been covered by this section of **your policy** had it been in force at the time of the **loss**

We will not pay more than

1. the amount that would have been recoverable under the **previous insurance** in force at the time of the **loss**, or
2. the theft by employees any one claim limit of indemnity shown in **your** schedule

whichever is less.

Professional audit fees cover

We will cover **you** for the cost, incurred with **our** prior written consent, of professional audit fees to substantiate the amount of **loss**.

 Defined terms are **highlighted in bold blue** ▶ *see page 5 and the start of each section of cover for their meanings*

Rewriting software cover

We will cover **you** for the necessary cost of rewriting or amending software programs or systems to correct the programs or amend the security codes following an act of **dishonesty** by an **employee** which is covered by this section.

✘ What is not covered

Excess exclusion

The **excess** will apply to each and every **loss**, regardless of the number of **employees** involved.

Interest, profit and indirect loss exclusion

We will not cover claims for loss of interest, loss of profits or any indirect loss resulting from any acts of **dishonesty**.

Malicious software exclusion

We will not cover claims arising from malicious software including but not limited to computer viruses, worms, trojan horses, ransomware, spyware and logic bombs.

Previous dishonesty exclusion

We will not cover claims caused by or arising from an **employee** after **your** discovery of a previous act of **dishonesty** by that same **employee**.

Unidentified employee exclusion

We will not cover claims where **you** are unable to identify by name the **employee** committing the **dishonesty**.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

Discovery condition

1 Whether or not **you** intend to make a claim, **you** must notify **us** in writing within 14 days of
   - a discovering any act of **dishonesty** committed by an **employee**
   - b **you**, or any person with supervisory or audit responsibilities, suspecting **dishonesty** of any **employee**.

2 On discovering any act of **dishonesty** or circumstances which could give rise to a claim under this section, **you** must take all steps to prevent **loss** or further **loss** as quickly as possible.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Employees money condition

Any money which **you** owe to an **employee** who has committed an act of **dishonesty** must be withheld by **you**. The amount of money withheld by **you** will be deducted from the amount of the **loss**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Minimum standards of control condition

You must comply with the following controls for the check and supervision of **employees.**

1 **Audit control**

   Your accounts must be audited by an independent external auditor at least once every twelve months. All recommendations on internal controls made by the auditor must be implemented without delay.

2 **Banking control**

   You must
   - a operate a system of dual control and independent validation for all payments from bank accounts, including the drawing and signing of cheques and the use of electronic funds transfers

- b operate a system of dual control over the opening of new bank accounts or amending approved signatory details
- c ensure bank statements are reconciled at least monthly, independently of all **employees** permitted to receive or make payments, draw or sign cheques, or transfer funds electronically.

3 **Cash control**

You must ensure cash in hand and petty cash is checked at least monthly, independently of **employees** responsible for receiving or holding the cash.

4 **Computer systems control**

You must

- a require all computer system users to have an individual unique password in order to access, update or amend **your** computer systems and programmes
- b ensure that all amendments to computer system programmes and authorisation levels are approved independently of the persons making the amendment
- c withdraw all passwords used by an **employee** when the **employee** stops working for **you**.

5 **Contracts control**

You must ensure that

- a no single employee can control the process of
  - i appointing suppliers
  - ii awarding contracts

  from commencement to completion, without referral to at least one other **employee**
- b responsibility for the
  - i ordering of
  - ii recording of receipt of
  - iii authorising of payment for

  stock and materials must be performed by different **employees** acting independently of each other.

6 **References control**

You must obtain satisfactory references to confirm the honesty of each **employee** who will have responsibility for money, goods, property, accounts or computer operations or computer programming.

References must be obtained

- a for the three years immediately preceding the **employee** working for **you**
- b before the **employee** is entrusted without supervision
- c directly from former employers.

Any gaps in employment must be explained.

You do not need to obtain references for **employees** who have been employed by **you** satisfactorily and continuously for at least 3 years in another capacity before being given responsibility for money, goods, property, accounts or computer operations or computer programming.

Where an **employee** is

- a employed directly from school, college, university or Government sponsored youth training scheme
- b returning to work after a gap of more than three years

you must obtain at least one character reference.

A written record of any verbal references must be made by **you** at the time the reference is obtained.

Written references and written records of verbal references must be retained by **you** for inspection by **us** if a claim arises.

7 **Salaries and wages control**

Wages and salaries must be checked, independently of the **employee** responsible for wages and salary payments, against personnel records to ensure

- a no fictitious names have been used
- b there are no unusual or excessive payments.

Defined terms are **highlighted in bold blue** ▶ *see page 5 and the start of each section of cover for their meanings*

8 **Statements of account control**

You must ensure that

a statements of account for all sums due are issued directly to **your** customers at least monthly, independently of **employees** responsible for receiving payments

b management actions are taken at least monthly to examine sales receipts and outstanding customer accounts and any variances against budget or expected income must be investigated.

9 **Stock control**

You must ensure that stock is physically checked and accounted for against stock records at least once every twelve months. The checks must be carried out by **employees** who are not responsible for daily stock handling or ordering.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Police notification condition

You must notify the police upon discovering any act of **dishonesty** committed by an **employee,** unless **we** agree otherwise in writing.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Recoveries condition

Where **you** have recovered money, or withheld money under the 'Employees money condition', the amount will be applied to the **loss** in the following order

1 where the **loss** exceeds the limit of indemnity applicable to the claim, the amount recovered or withheld will reduce the amount in excess of the limit of indemnity, to **your** benefit.

2 any remaining amount after the application of 1 above will reduce the amount of the claim payable by **us**, to **our** benefit.

3 any remaining amount after the application of 1 and 2 above will reduce the amount of the **excess**, to **your** benefit.

Reimbursement condition

You must give **us** all information and assistance **we** request to enable **us** to take legal action to obtain reimbursement of any monies which **we** have paid or have become liable to pay under this section of **your** policy.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Personal accident section

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the 'Meanings of defined terms' at the start of **your policy**.

24 hours

At any time.

Accident

A sudden, unexpected, unforeseen, specific event which occurs at an identifiable time and place during the **operative time**.

Employment activities

While the **insured person** is

1 carrying out their employment duties for **you** in relation to **your business**

2 travelling, at **your** expense, between the locations of **your business**.

Employment activities including commuting

While the **insured person** is

1 carrying out their employment duties for **you** in relation to **your business**

2 travelling, at **your** expense, between the locations of **your business**

3 travelling between the **insured person's** home and their normal place of employment.

Event

Claim or series of claims arising out of one source or original cause.

Hospital

Any hospital or similar establishment providing both a full-time nursing service for the care of resident patients by persons with recognised nursing qualifications and full-time surgical and medical facilities by a **medical practitioner**.

Inception

The date that an **insured person** is first included in this insurance.

Injury

1 Identifiable physical injury caused by
  a an **accident**
  b lawfully arresting, detaining, assisting to arrest or detain a criminal or suspected criminal
2 Unavoidable exposure to the elements
3 Accidental drowning, gassing or poisoning

including
  a illness arising directly from
  b medical or surgical treatment made necessary by

  1, **2** or **3** above.

Insured person

Each of the persons aged less than 75 years at **inception**, described or named as being covered in the Personal accident section of **your** schedule.

Loss of limb

Permanent loss by physical separation of an entire hand or foot or permanent total and irrecoverable loss of use of a hand, arm, leg or foot.

Loss of sight, hearing or speech

Permanent, total and irrecoverable loss of

1 sight in one or both eyes
2 hearing in one or both ears
3 speech.

Medical expenses

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a **medical practitioner** and all **hospital**, nursing home and ambulance charges.

Medical practitioner

A medical practitioner or specialist who is registered or licensed to practice medicine, ophthalmology or dentistry under the laws of the country in which they practice and who is not

1 an **insured person**
2 the **spouse** of the **insured person**
3 a member of the **insured person's** immediate family
4 **your** employee.

Operative time

The time, shown in the Personal accident section of **your** schedule, that the **insured person** is covered.

Permanent total disablement

Permanent, total and irrecoverable disablement that

1 entirely prevents the **insured person** from engaging in or attending to any business or occupation, to which they are reasonably suited by training, education or experience
2 in the opinion of a **medical practitioner** will, in all probability, continue for the remainder of the **insured person's** life.

Spouse

The legally married spouse or civil or cohabiting partner of an **insured person**.

Temporary partial disablement

Disablement which temporarily prevents the **insured person** from engaging in or attending to a substantial part of their usual business or occupation.

Temporary total disablement

Disablement which temporarily prevents the **insured person** from engaging in or attending to all of their usual business or occupation.

Territorial limits

Worldwide.

✓ What is covered

We will pay **you**, or in the event of **your** death **your** personal representatives, in accordance with the benefits shown in **your** schedule if, during the **operative time** and within the **territorial limits**, an **insured person** sustains **injury** which solely and independently of any other cause results in the death or disablement of the **insured person** within 24 months of the date of the **injury.**

We will also refund **medical expenses** incurred by the **insured person** as a result of **injury** covered by this section.

Payment of benefits

1 **We** will not pay under more than one of the following benefits. **Injury** resulting in
   a death
   b **loss of limb**
   c **loss of sight, hearing or speech**
   d **permanent total disablement**

   shown in **your** schedule arising from the same **injury**.
2 Any payment made for **injury** resulting in **temporary total disablement** or **temporary partial disablement** shown in **your** schedule will be deducted from any subsequent payment made for **injury** resulting in death, **loss of limb**, **loss of sight, hearing or speech** or **permanent total disablement** shown in **your** schedule arising from the same **injury**.
3 **Injury** resulting in
   a **temporary total disablement**
   b **temporary partial disablement**

   specified in the benefits table shown in **your** schedule as an amount per week will be payable
   i monthly in arrears
   ii for no longer than the number of weeks shown in **your** schedule as the benefit period.
4 **Injury** resulting in **loss of limb** or **loss of sight, hearing or speech** will be payable as a lump sum 3 months after the loss.

The most **we** will pay will not exceed

1 the relevant benefit amount shown in **your** schedule for any one **insured person**
2 the event limit shown in **your** schedule for all **insured persons** as a result of any **event**

plus for each **insured person** the greater of
   a 50% of the amount paid for death, **loss of limb**, **loss of sight, hearing or speech** or **permanent total disablement**
   b 25% of the total amounts paid for **temporary total disablement** or **temporary partial disablement**

   for **medical expenses** subject to a maximum of £10,000 for each **insured person**.

Where point **2** above applies, **we** will reduce the benefits payable, proportionate to the benefits shown in **your** schedule for each **insured person**, between all the **insured persons** that are part of the claim or series of claims.

The most **we** will pay, in addition to the limits in **1** and **2** above, for 'Hijack, kidnap or unlawful detention cover' is £500 for each day

Disappearance cover

We will presume death to have occurred 12 months after an **insured person** goes missing, during the **period of insurance**, if sufficient evidence is produced to confirm that the **insured person** sustained an **injury** likely to have caused death.

Where the **insured person** is subsequently found to be alive, **you** must reimburse **us** for any amount **we** have paid.

Hijack, kidnap or unlawful detention cover

We will pay for each day, or any part of it, that an **insured person** is subject to a hijack, kidnap or unlawful detention.

We will only pay

1 where the **insured person** is first hijacked, kidnapped or unlawfully detained within the **operative time**
2 up to a maximum period of 30 days for any one claim.

✘ What is not covered

Armed forces exclusion

We will not cover claims caused or contributed to by the **insured person** engaging in or taking part in armed forces service or operations.

 Defined terms are **highlighted in bold blue** ▶ *see page 5 and the start of each section of cover for their meanings*

Chemical weapon exclusion

We will not cover claims caused or contributed to by the actual or threatened malicious use of pathogenic or poisonous, biological or chemical materials.

Criminal act exclusion

We will not cover claims caused or contributed to by the **insured person's** participation in any crime, riot or civil commotion.

Deliberate act exclusion

We will not cover claims caused or contributed to by the **insured person's** deliberate exposure to exceptional danger (except in an attempt to save human life).

Drugs and alcohol exclusion

We will not cover claims caused or contributed to by the **insured person**

1. being under the influence of
   a. alcohol
   b. drugs not prescribed by a **medical practitioner**
2. taking drugs prescribed for the **insured person's** own drug addiction or alcoholism.

Flying exclusion

We will not cover claims caused or contributed to by the **insured person** engaging in flying of any kind other than as a passenger of a recognised airline.

Gradually operating cause exclusion

We will not cover claims for **injury** caused by or contributed to by a naturally occurring or degenerative condition or gradually operating cause.

Hazardous activities exclusion

We will not cover claims caused or contributed to by the **insured person** engaging in or taking part in

1. aeronautic sports
2. bungee jumping
3. polo playing, steeple chasing, hunting or showjumping
4. mountaineering or rock climbing
5. pot holing or caving
6. racing (other than on foot), speed or time trials
7. winter sports
8. diving underwater involving the use of breathing apparatus
9. white water rafting
10. participating in any sport as a professional or semi-professional.

Pre-existing condition exclusion

We will not cover claims caused or contributed to by

1. any existing condition or chronic or recurring disease or disorder
2. any other condition which the **insured person** has
   a. sought advice, diagnosis, treatment or counselling for
   b. become aware of, or should reasonably have been aware of
   c. is awaiting a test or test results for
   d. been treated for

   in the 12 months immediately prior to the **accident.**

Suicide and insanity exclusion

We will not cover claims caused or contributed to by the **insured person's** suicide, attempted suicide or intentional self-injury, or the **insured person** being in a state of insanity.

Waiting period exclusion

We will not pay for **temporary total disablement** or **temporary partial disablement** during the **waiting period**.

War risk exclusion

We will not cover claims caused by or happening through war, invasion, acts of foreign enemies, hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

This exclusion will not apply in the event of an **insured person** sustaining **injury** whilst on a journey outside their normal country of residence which started before the outbreak of war.

Section conditions

These conditions of cover apply only to this section.

You must comply with these conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

Claims evidence condition

1 The **insured person** must, as early as possible, seek the attention of a **medical practitioner** in the event of **injury** which causes or may cause a claim.

2 All certificates, information and evidence required by **us** in connection with the **injury** is to be provided at **your** or the **insured person's** expense.

3 All medical records, notes and correspondence in connection with a claim or a related pre-existing condition must be made available on request to any medical adviser appointed by **us** and that medical adviser is to be allowed to make an examination of the **insured person** as often as necessary.

4 In the case of death of the **insured person**, **we** will be entitled to have a post-mortem examination at **our** expense.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

Equipment (including computer) breakdown section

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the **policy** defined terms that can be found within the 'Meanings of defined terms' section at the start of **your policy**.

Accident(s)

1 Electrical or mechanical **breakdown** including rupture or bursting caused by centrifugal force.

2 Artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires.

3 **Explosion** or **collapse** of **covered equipment** operating under steam or other fluid pressure.

4 **Damage** to **covered equipment** operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment.

5 **Damage** to hot water boilers other water heating equipment, oil or water storage tanks caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment.

6 **Damage** caused by operator error that results in overloading of **covered equipment**.

All accidents that are the result of the same event will be considered to be one accident.

Biomass and biogas installations

Any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors.

Breakdown

1 The actual breaking, failure, distortion or burning out of any part of the **covered equipment** whilst in ordinary use arising from defects in the **covered equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work.

2 Fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative.

3 The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.

Breakdown indemnity period

The period during which the **business** is affected as a result of an **accident** to **covered equipment**, beginning when the **accident** occurred and ending not later than 12 months after the **accident**.

Collapse

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

Communicable disease

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

1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer equipment

1 Electronic, computer or other data processing and/or storage equipment.

2 Projectors, printers, scanners and other peripheral devices used in conjunction with **1**.

3 Software and programs licensed to **you** and installed on **1**.

4 **Portable computer equipment**.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Covered equipment

1 **Computer equipment.**

2 Equipment at the **premises** owned by **you** or for which **you** are responsible:

   a which is built to operate under vacuum or pressure (other than the weight of its contents) or

   b that generates, transmits, stores or converts energy.

Cyber act

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

Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**

2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage/damaged

Direct physical loss or damage.

Data

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

Denial of service attack

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

Electronic or mechanical malfunction

Electrical or mechanical malfunction of the machinery arising from a cause internal to **computer equipment** unaccompanied by visible **damage** to or breaking of any parts of the equipment.

Explosion

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

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Hazardous substance

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

Hydroelectric installations

Any equipment, machinery, dam and weir used in connection with running a hydroelectric power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment. Plus any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings) and security equipment.

Manufacturing, production or process equipment

Any machine or apparatus (other than boilers, lifts, fork lift trucks, dock levelers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by **you** and any equipment which exclusively serves such machinery or apparatus.

Media

All forms of electronic magnetic and optical tapes and discs for use in any **computer equipment**.

Phishing

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

Portable computer equipment

1 Laptops, palmtops and notebooks.
2 Personal digital assistants (PDAs).
3 Projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other **portable computer equipment**.
4 Removable satellite navigation systems.
5 Digital cameras.

Telecommunication networks

Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

Terrorism

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

For Northern Ireland: 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.

For the Channel Islands and the Isle of Man and any territory outside the **policy territories**: 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.

Verified

Checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes, but is not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

Provided that the Property damage section of this **policy** is operative **we** will cover **you** for **damage** caused by or resulting from an **accident** to **covered equipment** owned by **you** or for which **you** are responsible.

Basis of claims settlement

As described under the Property damage section and Business interruption sections of this **policy**.

Limit of cover

The most **we** will pay under this section is £5,000,000 any one **accident**.

Extensions of cover

Additional access costs cover

Provided that the 'Business interruption section – Gross profit/gross revenue/rent receivable' of this **policy** is operative **we** will pay for any necessary additional costs incurred in order to gain access to repair or replace the **covered equipment** following an **accident** for which **we** have admitted liability.

The most **we** will pay under this extension is £20,000 any one **accident** for which **we** have admitted liability.

Business interruption cover

Provided that the 'Business interruption section – Gross profit/gross revenue/rent receivable' of this **policy** is operative **we** will cover **you** for loss of business income during the **breakdown indemnity period** caused by or resulting from an **accident** to **covered equipment** for which **we** have admitted liability under this section.

The most **we** will pay for this cover is £100,000 during any one **period of insurance**.

Under this extension **we** will not pay for any loss resulting from damage to own surrounding property cover.

 Defined terms are **highlighted in bold blue** ▶ *see page 5 and the start of each section of cover for their meanings*

Computer equipment, reinstatement of data and increased costs of working cover

Provided that the 'Property damage section' of this **policy** is operative **we** will cover **you** for **damage** caused by or resulting from an **accident** to **computer equipment**.

The most **we** will pay for this cover is £500,000 for any one **accident** to **computer equipment** whilst at the **premises**, but this will not exceed £5,000 for any one **accident** to **portable computer equipment** within the **policy territories**.

In addition **we** will pay for the costs incurred in reinstating **data** lost or **damaged** as a result of an **accident** to or **electronic or mechanical malfunction** of **computer equipment**.

The most **we** will pay for this cover is £50,000 any one **accident.**

Provided that

1 liability is limited solely to the cost of reinstating **data** onto **media**
2 **we** will not be liable for loss of or **damage** to software.
3 **we** have admitted liability for the **accident** to or the **electronic or mechanical malfunction** of **computer equipment**

In addition, provided that the 'Business interruption section – Gross profit/gross revenue/rent receivable' of this **policy** is operative **we** will pay the reasonable costs necessarily incurred during the **breakdown indemnity period** in minimising or preventing the resulting interruption or interference to **your** computer operations following an **accident** to **computer equipment** for which **we** have admitted liability, but not exceeding the amount of loss thereby avoided.

The most **we** will pay for this cover is £50,000 any one **accident**.

Damage to own surrounding property cover

We will pay for **damage** to property at **your premises**, or **damage** to property which is in **your** custody and control and for which **you** are responsible, directly resulting from the **explosion** or **collapse** of any **covered equipment** operating under steam pressure.

The most **we** will pay under this extension is £1,000,000 any one **accident**.

Debris removal cover

We will cover **you** for the costs incurred in the removal of debris and protection of **covered equipment** following an **accident** for which **we** have admitted liability.

The most **we** will pay under this extension is £25,000 any one **accident** or 20% of the indemnifiable **damage** whichever is the lower.

Expediting expenses cover

With respect to **covered equipment** that suffers **damage** as a result of an **accident** for which **we** have admitted liability **we** will pay for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement.

The most **we** will pay under this extension is £20,000 any one **accident**.

Hazardous substances cover

We will cover **you** for the additional cost to repair or replace **covered equipment** because of contamination by a **hazardous substance** including any additional expenses incurred to clean up or dispose of such property.

The most **we** will pay for this cover is £10,000 any one **accident**.

Hire of substitute item cover

If **covered equipment** is **damaged** as a result of an **accident** for which **we** have admitted liability **we** will pay for the cost of hire charges actually incurred by **you** during the **period of insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

The most **we** will pay under this extension is £10,000 any one **accident**.

Public authorities or law cover

If an **accident** to **covered equipment** for which **we** have admitted liability causes **damage** to a building that is covered under this **policy** and the loss is increased by enforcement of any public authority or law in force at the time of the **accident** that regulates the construction or repair of buildings or establishes zoning or land use requirements **we** will pay for the following additional costs to comply with such order or law:

1 **your** actual expenditure for the cost to demolish and clear the site of undamaged parts

2 **your** actual expenditure for increased costs to repair, rebuild or construct the building. If the building is repaired or rebuilt it must be intended for similar use or occupancy as the current building unless otherwise required by zoning or land use order or law.

We will not be liable for:

1 any fine

2 any liability to a third party

3 any increase in loss due to a **hazardous substance** (other than as specifically insured under the Hazardous substances cover)

4 increased construction costs until the building is actually repaired or replaced.

This extension is within and does not increase the Limit of cover for this section.

Repair costs investigation cover

With **our** prior written agreement **we** will pay costs relating to repair investigations and tests by consulting engineers for **damage** to **covered equipment** following an **accident** for an amount not exceeding £25,000 any one **accident**.

We will not cover **you** under this extension for fees incurred in preparing a claim under this **policy**.

Storage tanks and loss of contents cover

We will pay for **damage** caused by an **accident** to oil storage tanks or water tanks including connected pipework belonging to **you** or for which **you** are responsible at the **premises**.

In addition this extension covers loss of the contents of oil storage tanks caused by:

1 escape of contents, leakage, discharge or overflow from the oil storage tanks caused by or resulting from an **accident**

2 contamination of the contents of oil storage tanks caused by or resulting from an **accident** including cleaning costs incurred as a result of such loss.

The most **we** will pay under this extension is £10,000 any one **accident**.

Optional extension of cover

Your schedule will show if this extension is covered.

Equipment breakdown full cover extension (production and process equipment)

The definition of **accident** is extended to include the following:

7 loss or damage caused by materials being processed.

We will cover **you** for **damage** caused by or resulting from an **accident** to any **manufacturing, production or process equipment** including linked **computer equipment**.

Paragraph 10 (**manufacturing, production or process equipment**) of the Covered equipment exclusion is deleted.

The following exclusions apply to this Extension of cover

Molten metal breakout exclusion

The definition of **accident** excludes **damage** to surrounding **covered equipment** caused by breakout of molten metal from furnaces. This exclusion also applies to other parts of the furnace damaged as a result of the breakout of molten metal.

Tunnel kiln derailment exclusion

The definition of **accident** excludes **damage** to **covered equipment** due to derailment (howsoever caused) of cars/trucks or bogeys inside any tunnel kiln.

✘ What is not covered

Covered equipment exclusion

We will not cover **you** for **damage** to

1 any supporting structure, foundation, masonry, brickwork or cabinet, including the pipe work buried in the ground or in concrete masonry or brickwork.

2 any insulating or refractory material.

3 any sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system.

4 any water piping other than boiler feed-water piping, boiler condensate return piping, hot water heating and supply piping or water piping forming a part of a refrigerating or air conditioning system.

5 any vehicle, aircraft, floating vessels or any equipment mounted on them (other than vehicle recovery cranes or equipment, which are included but not the actual vehicle).

6 self-propelled plant and equipment (other than fork lift trucks used by **you** at **your premises**), dragline excavation or construction equipment.

7 equipment manufactured by **you** for sale.

8 tools, dies, cutting edges, crushing surfaces, trailing cables, flexible hoses, non-metallic linings, electric elements or filaments, cathode ray tubes or x-ray tubes, driving belts or bands, or any part requiring periodic renewal.

9 any electronic equipment (other than **computer equipment**) used for research, diagnostic treatment, experimental or other medical or scientific purposes with a new replacement value in excess of £30,000.

10 any **manufacturing, production or process equipment** including linked **computer equipment**.

11 any bespoke software or individually tailored packages unless **you** have in force a support agreement with the supplier or a third party maintainer approved by the supplier.

12 any electricity generating equipment other than emergency back-up power equipment, or wind turbines (less than 10kw), or photovoltaic equipment less than 50kw.

13 any kitchen and food preparation equipment, laundry and cleaning equipment, audio-visual equipment and **computer equipment** whilst in a private dwelling or private dwelling quarters (unless such equipment is **your** property or for which **you** are responsible).

14 equipment owned by **your** tenant(s).

15 fuel installations.

16 any safety or protective device caused by its operation.

17 any **biomass** or **biogas installation**.

18 any **hydroelectric installation**.

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**.

Date recognition exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

Disease exclusion

Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Excess exclusion

We will not cover **you** for the **excess** shown in **your** schedule for each and every loss.

External network failure exclusion

We will not cover **you** for any losses caused by or resulting from the failure or interruption of any electrical power supply network or **telecommunication networks** not owned and operated by **you**. This exclusion shall not apply to losses caused by or resulting from physical damage, if otherwise insured by this section, to the electrical power supply network, **telecommunication networks** or other property.

Fraud and dishonesty exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from acts of fraud or dishonesty by **you**, **your** employees or any partner, director or member of **your** family.

Guarantee or maintenance agreement exclusion

We will not cover **you** for **damage** recoverable under the maintenance agreement or any warranty or guarantee or which would be recoverable but for breach of **your** obligations under the agreement.

Gradually operating causes exclusion

We will not cover **you** for **damage** caused by depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions (but any such **damage** resulting from an **accident** will be covered).

Pollution or contamination exclusion

We will not cover **you** for any loss, damage, cost or expense caused by pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
2. buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
3. transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
4. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly
5. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

Resetting exclusion

We will not cover **you** for **damage** caused by any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance (but any such **damage** resulting from an **accident** will be covered).

Solidification exclusion

We will not cover **you** for **damage** due to the solidification or biological activity or spontaneous chemical reaction in the contents of tanks or materials being processed.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1. In England, Scotland, Wales, the Channel Islands, the Isle of Man and any territory outside the **policy territories**
   a. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.
2. In Northern Ireland
   a. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
   c. riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Testing exclusion

We will not cover **you** for **damage** caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Section conditions

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

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Back-up records condition

You will maintain **verified** back-up computer records taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain records in accordance with the maker's recommendations.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Precautions condition

You will exercise due diligence in:

1. complying with any statute or order
2. ensuring that insured items are properly maintained and used in accordance with manufacturer's recommendations and in taking reasonable precautions to prevent loss or damage.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Terrorism section

Contents of this section

Your schedule will show if this section is covered

Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the **policy** defined terms that can be found within the 'Meanings of defined terms' section at the start of **your policy**.

Business interruption

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of **damage** to property used by **you**, at the **premises**, for the purpose of the **business**.

Communicable disease

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

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place,

Defined terms are **highlighted in bold blue** ▶ *see page 5 and the start of each section of cover for their meanings*

or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer systems**.

Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**
2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage

Physical loss or destruction or damage.

Data

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

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

Denial of service attack

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

Hacking

Unauthorised access to any **computer systems** whether **your** property or not.

Phishing

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

Private individual

Any person other than

1 a company, association or partnership
2 a trustee or body of trustees where insurance is arranged under the terms of a trust
3 a person who owns residential property for the purpose of a business as a sole trader
4 a person who owns residential property of which in excess of 20% is commercially occupied
5 an executor of a will

Where

(i) the residential property is occupied by a trustee, executor of a will or a sole trader as a private residence and the property is not a block of flats then each will be classified as a private individual in respect of that property
(ii) more than one person is named on the **policy** but each is a private individual, or one of the parties named is a financial interest that has simply had their interest noted then the **policy** will be classified as being in the name of a private individual.

Terrorism

For risks located in England, Wales and Scotland except for residential property insured in the name of a private individual

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

For risks located in the Channel Islands, Isle of Man and residential property located in England, Wales and Scotland insured in the name of a private individual

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.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes, but is not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

We will extend the cover provided under the following sections, where **your** schedule shows these as covered, to include **damage** to the property insured or **business interruption** covered caused by **terrorism**.

1. Property damage
2. Business interruption
3. Specified all risks
4. Money (provided the Property damage section is operative)
5. Goods in transit (provided the Property damage section is operative)
6. Equipment (including computer) breakdown section

All losses arising within 72 hours caused by **terrorism** during the **period of insurance** will be treated as one loss and **you** can decide when the 72 hour period starts as covered by this section, provided that all **damage** occurs within the **period of insurance** and that no two periods overlap.

✗ What is not covered

Applicable to all locations

Excluded property exclusion

We will not cover **you** for any losses directly or indirectly caused by or resulting from loss, destruction or damage to any

1. property located outside England, Wales and Scotland, the Channel Islands and the Isle of Man and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
2. nuclear installation or nuclear reactor
3. property which is specifically excluded elsewhere in this **policy**.

Motor exclusion

We will not cover **you** for

1. any property covered by a motor policy other than a motor trade policy
2. property covered under a road risks section of a motor trade policy.

Other insurances exclusion

We will not cover **you** for 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.

Applicable to risks in England, Wales and Scotland only and where the risks are not residential property insured in the name of a private individual

Cyber exclusion

We will not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

1. damage to or the destruction of any **computer systems**
2. any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

But this exclusion will not apply where the loss

A) results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea going or water going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such a vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer systems**;

and

B) comprises

  (a) the cost of reinstatement, replacement or repair in respect of **damage** to or destruction of property insured by **you** and/or

  (b) **business interruption** suffered directly by **you** as a direct result of either **damage** or destruction to property insured by **you** at a location covered by this **policy** or as a direct result of denial, prevention or hindrance of access to a location where property insured by **you** is covered by this **policy** as a result of **damage** caused by **terrorism** to property which is within one mile of the location.

However, under A) and B) above **we** will not cover **you** for any losses caused by **terrorism** where the organisation involved or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

Subject only to the proviso set out in C) below, the following property is specifically excluded from the cover provided under A) and B) above

  (i) money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any financial instrument of any sort whatever

  and

  (ii) **data**

C) However, in circumstances where loss otherwise falling within this section results indirectly from any alteration, modification, distortion, erasure or corruption of **data** because the occurrence of a peril or perils detailed under A) above results from any alteration, modification, distortion, erasure or corruption of **data** then notwithstanding (ii) above, such loss shall nonetheless be covered.

War risks exclusion

We will not cover any claims caused by or happening through 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.

Applicable to risks in the Channel Islands, Isle of Man and to residential property risks insured in the name of a private individual for England, Wales and Scotland

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking, phishing, denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature,

directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 This exclusion does not apply to **damage** to property and any **business interruption** loss directly resulting therefrom and otherwise covered under this section, where such **damage** arises from a **defined peril**.

Pollution and contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by, or in connection with, or arising from biological or chemical pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition seizure or destruction or damage to property by or under the order of any government or public or local authority.

Section conditions

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

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Limitation of liability condition

Our liability for all losses from any one event and in total in any one **period of insurance** will not exceed

1 the total sums insured under each section

2 the sum insured for any one item

3 any specific limit of **our** liability shown in the **policy** sections

4 the sum insured (or limit remaining) after the deduction for any other **damage** occurring during the same **period of insurance**

whichever is the less as shown in **your** schedule.

Proof of cover condition

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, costs or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Commercial legal expenses section

Contents of this section

Your schedule will show if this section is covered.

Important information

This section of **your policy** is administered and managed on behalf of AXA Insurance UK plc by Arc Legal Assistance Limited who are authorised and regulated by the Financial Conduct Authority under FRN 305958 which can be checked on the FCA's website **www.fca.org.uk/register** or by calling **0800 111 6768.**

Privacy and Data Protection Notice

Arc Legal Assistance Ltd is committed to protecting and respecting **your** privacy in accordance with current data protection legislation. Arc Legal's data protection and privacy policy can be viewed at **www.arclegal.co.uk/privacy-policy**

Legal Expenses Helpline

If something **you** are proposing to do may result in a claim, or as soon as **you** have a legal problem that **you** might need assistance with under **your policy**, **you** must telephone the legal expenses helpline.

You can call the legal expenses helpline service to discuss any problem occurring under **your policy** within the United Kingdom, the Channel Islands and the Isle of Man.

Simply telephone **0330 024 5346** quoting AXA Commercial and ask to speak to a legal **adviser**. This service is here to help **you**. Do not hesitate to make full use of it.

This service is provided by **our** panel solicitors on **our** behalf.

Legal expenses claims notifications

If **you** need to notify a possible claim **you** must call the legal expenses helpline on **0330 024 5346**.

Please refer to the 'Notification of claims condition' within this section.

Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the 'Meanings of defined terms' section at the start of **your policy**. If a term is defined in the 'Meanings of defined terms' section at the start of **your policy** and in the 'Meanings of defined terms' within the Legal expenses section the meaning shown here will be used for the Legal expenses section.

ACAS

The Advisory, Conciliation and Arbitration Service which provides free and impartial information and advice to employers and **employees** on all aspects of workplace relations and employment law.

Adviser

1. **Our** specialist panel solicitors, accountants or their agents appointed by **us** to act for **you**, or
2. where **proceedings** have been issued or there is a **conflict of interest**, and **we** have agreed, another legal adviser chosen by **you**.

Advisers costs

Legal or accountancy fees and disbursements paid by the **adviser**.

Business premises

Any premises owned, leased, hired or rented by the **business**.

Communicable disease

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

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Conditional fee agreement

An agreement between **you** and the **adviser** or between **us** and the **adviser** which sets out the terms under which the **adviser** will charge **you** or **us** for their own fees.

Conflict of interest

Any situation where **we** administer or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under **your policy**.

Contract of employment

A contract of service with **you**, whether oral or in writing.

Costs

Standard advisers costs and third party legal costs awarded against **you** which will be paid on the **standard basis of assessment** provided that these costs arise after written acceptance of a claim.

Data controller

The party which determines the purpose and manner for processing personal data.

Data protection legislation

The relevant data protection legislation in force within the **policy territories** at the time of the **insured event.**

Dismissal

The termination of an **employee's contract of employment** by

1. **you** giving notice to the **employee**
2. **you** because of an **employee's** gross misconduct
3. the expiry of a limited-term without renewal
4. an **employee** by reason of **your** conduct.

Director

Any of **your** directors including executive officers.

Employee

Any person who has entered into, works under, or where the employment has ceased used to work under, a **contract of employment** in connection with the **business**.

HMRC

H.M. Revenue and Customs in the United Kingdom.

Insured event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made.

For

1 'Employment disputes and compensation awards cover' the insured event will be the receipt of an ET1 Employment Tribunal Claim Form.

2 'Jury Service cover' the insured event arises at the end of the period of jury service.

Proceedings

Civil, criminal, tribunal or arbitration proceedings or appeals arising from them brought within the **policy territories**.

Standard advisers costs

The amount of **advisers costs** that would normally be incurred in using a specialist panel solicitor or their agents.

Standard basis of assessment

The way in which the costs of **proceedings** are assessed where the court only allows amounts that are in proportion to the subject matter being disputed. The court will decide whether or not the costs were reasonable for the party having to pay the costs.

Statutory Licence

A licence issued under statute or statutory instrument or by government or local authority to **you** where the licence is necessary to engage in **your business** or trade.

We/Us/Our/Ourselves

Arc Legal Assistance Limited on behalf of AXA Insurance UK plc.

✓ What is covered

This is a 'claims made' section which means **you** must tell **us** of any claim, potential claim or any circumstances which might lead to **you** making a claim

1 as soon as possible during the **period of insurance**, and

2 no later than 30 days after expiry of the **period of insurance**.

We will cover **you** for **costs** where

1 during the **period of insurance you** first become aware of the **insured event**, and

2 **proceedings** take place within the **policy territories**, and

3 the **insured event** arises from or relates to **your business**.

Limit of indemnity

1 The maximum amount payable shown in **your** schedule is the most **we** will pay in total including 'Attendance expenses cover' as a result of one **insured event**.

2 The aggregate amount payable shown in **your** schedule is the most **we** will pay in total including 'Attendance expenses cover' for all claims as a result of all **insured events** during any one **period of insurance**.

All causes, actions, incidents or events which are related by cause or time will be considered as one **insured event**.

Attendance expenses cover

We will compensate **you** for the actual loss of earnings of any **director**, partner or **employee** of **yours** for the period they are absent from work to attend any court or tribunal hearing in respect of a matter involving a valid claim under this section

1 as a witness on **your** behalf

2 as a party to the **proceedings**

and at the request of the **adviser**.

The most **we** will pay is

1. £50 for each person for up to four hours in any one day
2. £100 for each person for more than four hours in any one day
3. £1,000 in total for all persons for any one claim.

Bodily injury cover

We will cover **you** for **costs** incurred by **your employees** or **your employee's** personal representative in the event of their death, and 'Attendance expenses cover' in the pursuit of **proceedings** against a third party for damages, specific performance or injunction arising from or out of their death or bodily injury.

This cover will also apply to members of an **employee's** family who suffer bodily injury following an event that also causes bodily injury to **your employee**.

Where **proceedings** are going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims track limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **you** are claiming in full or in part.

We will not cover

1. claims made against **you** by any **employee**
2. any accident or incident giving rise to bodily injury or death which occurred prior to the start of the first **period of insurance** of this section
3. a condition which manifested itself prior to the start of the first **period of insurance** of this section
4. sickness or disease or any naturally occurring condition or degenerative process
5. the defence of any claim for bodily injury
6. medical negligence
7. any claim under the small claims track limit.

Where exclusion 7 applies **you** can call the legal expenses helpline for advice on how to take **your** case further.

Commercial identity fraud cover

The 'Cyber exclusion' will not apply to this cover.

We will cover **you** for **costs** to

1. defend **your** legal rights against,or take steps to remove County Court Judgments against **you** that have been obtained by, an organisation from which **you** are alleged to have purchased, hired or leased goods or services.

   We will not cover **you** unless **you**

   a. deny having entered into the contract
   b. allege that **you** have been the victim of identity fraud
2. deal with all organisations that have been fraudulently applied to for credit, goods or services in **your** name or which are seeking monies or have sought monies from **you** as a result of identity fraud
3. liaise with credit referencing agencies and all other relevant organisations on **your** behalf to advise that **you** have been the victim of identity fraud.

You must take action to protect **yourself** from further instances of identity fraud following an **insured event**.

You must agree to be added to the CIFAS Protection Register if **we** recommend it.

We will not cover **you**

1. where **you** have not been the victim of identity fraud
2. for **costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss
3. where the identity fraud has been carried out by an **employee** or **director** or by somebody living with an **employee** or a **director**.

Contract disputes cover

We will cover **you** for **costs** arising from any dispute between **you** and a customer or supplier about a contract for the supply of goods or services or a contract for the hire of goods, where the contract was entered into

1 after the start of the first **period of insurance** of this section, or
2 before the start of the first **period of insurance** of this section providing
   a **you** retain signed copies, for inspection by **us** if a claim arises, which confirm that the contract has been reviewed and updated at least once within the 5 years immediately prior to the claim
   b **you** confirm that at the start of the first **period of insurance** of this section **you** were not aware of any circumstances which may have led to a claim.

We will not provide cover

1 unless the total amount in dispute, or the amount due to be paid at the time of the dispute, exceeds the minimum sum in dispute shown in **your** schedule
2 where **costs** are more than 75% of the total amount in dispute
3 for any **insured event** which occurs within 90 days of the start of the first **period of insurance** of this section
4 for the recovery of a debt where **your** customer does not dispute that the money is owed to **you**
5 in connection with a lease, licence or tenancy agreement where **you** are a landlord or tenant
6 where cover should be provided under professional indemnity insurance
7 arising from the sale, lease, service, repair or testing of a motor vehicle
8 arising from a dispute over a financial services product, including payments which may be due under any insurance policy
9 arising from any licence or franchise agreements
10 arising from adjudication or arbitration proceedings
11 arising from a dispute over the purchase, sale, lease, provision, service or repair of computer hardware, software, systems or services.

Criminal pre-proceedings cover

We will cover **you** for **costs** to defend **your** legal rights prior to the issue of **proceedings** when dealing with the police, Health and Safety Executive or Local Authority Health and Safety Enforcement Officer where it is alleged that **you** have or may have committed a criminal offence.

We will not cover claims for

1 infringement of road traffic laws or regulations in connection with the ownership, driving, or use of a motor vehicle
2 incidents dealt with by the Health and Safety Executive under the Fee for Intervention cost recovery schemes under the Health and Safety (Fees) Regulations 2012.

Data protection and information commissioner registration cover

We will cover **costs** incurred by you as a **data controller** and 'Attendance expenses cover'

1 in **proceedings** arising from appeals against any enforcement or other notices served on **you** under **data protection legislation**
2 incurred in an appeal against the refusal of the Information Commissioner to register **your** application for registration.

We will not cover claims

1 arising from a failure to register as a **data controller**
2 for **proceedings** against **you** alleging contempt of the Data Protection Tribunal
3 arising from a failure to respond to any notice served on **you** under **data protection legislation**
4 arising from a failure to comply with any legislative requirement concerning the processing of sensitive data.

Employee civil legal defence cover

We will cover **costs** to defend **your employees'** legal rights if an **insured event** arising from their work as an **employee** leads to **proceedings** being issued against them

1 under legislation for unlawful discrimination
2 as trustee of a pension fund set up for the benefit of **employees**.

Employment disputes and compensation awards cover

The 'Confidentiality agreement exclusion' will not apply to this cover.

We will cover

1 **costs** incurred by **you** in defence of **proceedings** brought in an employment tribunal, arising from a dispute with an **employee** relating to
   a the **contract of employment**
   b actual or alleged breaches of their statutory rights under employment legislation
2 awards of compensation made against **you** arising from claims under part **1** above.

You must handle any **dismissal** or change to a **contract of employment** in accordance with the advice provided by the legal helpline or the formal **ACAS** procedure.

We will not cover claims

1 which are incurred by deliberately avoiding liability for a redundancy payment or for monies or benefits due under a **contract of employment**
2 relating to the protection of **employees'** rights when the organisation or service they work for transfers to a new employer and impacts on **you** as the outgoing or incoming employer
3 relating to equal terms
4 for redundancy payments or an award or settlement in relation to **employees** dismissed because of redundancy where **you** have failed to comply with the legal requirements relating to redundancy
5 arising where the **insured event** occurred within
   a 90 days after the start of the first **period of insurance** of this section, or
   b 180 days after the start of the first **period of insurance** of this section where the **employee** was subject to disciplinary proceedings or had been given any verbal or written warning prior to the start of the first **period of insurance** of this section
6 for any awards of compensation made against **you** relating to
   a trade union activities including membership or non-membership
   b pregnancy, maternity or paternity rights
7 for any awards of compensation made as a result of **your** failure to provide written reasons for **dismissal**
8 for any compensatory award specified in a reinstatement or re-engagement order or made as a result of **your** failure to provide written reasons for a **dismissal**
9 for any award to the extent that it relates to contractual rights accruing to the **employee** prior to the actual or alleged breach of the actual or alleged **contract of employment**
10 relating to pension rights.

False imprisonment cover

We will cover **costs** incurred by **you** to defend **proceedings** brought against **you** arising from allegations of false imprisonment.

We will not cover claims by or against or on behalf of an **employee** or any other person working or contracting for **you**.

Jury service cover

We will compensate **you** for the actual loss of earnings of any **director**, partner or **employee** of **yours** for the period they are absent from work while attending jury service.

The most **we** will pay is

1 £50 for each person for up to four hours in any one day
2 £100 for each person for more than four hours in any one day
3 £1,000 in total for any one claim.

Property damage cover

We will cover **costs** incurred in pursuit of **proceedings** against a third party other than an **employee** following an act or omission relating to material property owned by **you** which results in physical damage to that property.

We will not cover claims

1 arising from a contract made between **you** and a third party
2 arising from a lease or tenancy agreement applying to **your business premises** and disputes relating to the occupation of land or property owned by **you**, by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by **you** or on **your** behalf
3 involving goods
   a in transit
   b hired or lent to third parties
   c at premises other than those occupied by **you**, unless they are at the premises for the purpose of installation or use in work carried out by **you**
4 involving a motor vehicle belonging to **you** or in **your** possession, except whilst on **your business premises**.

Property infringement cover

We will cover **costs** incurred by **you** in **proceedings** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **business premises**.

We will not cover **disputes** relating to a tenancy agreement or lease or licence to occupy property or land.

Prosecution defence for employers and employees cover

We will cover **costs** incurred by

1 **you** arising from any act, omission or alleged act or omission which leads to **your** prosecution in a court of criminal jurisdiction
2 **your employees** or **directors** for any matter arising out of their duties as **your employee** arising from any act, omission or alleged act or omission which leads to the prosecution of **your employee** in a court of criminal jurisdiction
3 **you** arising from appeals by **you** against the service of improvement and prohibition notices under Health and Safety or Food Safety legislation.

We will not cover claims

1 arising from deliberate discrimination by **you**, an **employee** or a **director** amounting to an act of unlawful discrimination
2 for incidents dealt with by the Health and Safety Executive under the Fee for Intervention cost recovery schemes under the Health and Safety (Fees) Regulations 2012
3 for criminal prosecutions brought under Health and Safety legislation
4 for damages, compensation, interest, fines, costs or other penalties that **you** are ordered to pay by a court of criminal jurisdiction
5 arising from a motor prosecution
6 arising from **your** prosecution alleging
   a intentional obstruction of a person in the execution of a warrant issued under **data protection legislation** by **you** or by an **employee**
   b arising from **your**, or an **employees**, failure to give a person executing such a warrant the assistance they reasonably require for its execution
   c arising from prosecutions of an **employee** for personal matters which do not relate to their duties as **your employee**.

Social media defamation cover

The 'Libel or slander exclusion' will not apply to this cover.

We will pay **standard advisers costs** for an **adviser** to write one letter to the provider of the social media website containing defamatory comments made about **you** requesting the defamatory comments are removed.

Where the identity of the author of the defamatory comments is known **we** will also pay **standard advisers costs** for an **adviser** to write one letter to the author requesting that the comments are removed from the social media website.

Statutory licence and notice protection cover

We will cover **costs** incurred by **you** and 'Attendance expenses cover' in an appeal to the relevant statutory body or in **proceedings** where the relevant authority suspends, revokes, alters the terms of or refuses to renew **your statutory licence**.

We will not cover claims arising from

1. an original application or standard renewal of a licence
2. a criminal prosecution.

Tax disputes cover

We will cover **costs** incurred by **you** which arise directly from

1. a full or aspect enquiry by **HMRC** into **your** corporation tax return following the issue of formal notification by **HMRC**
2. any challenge in writing by **HMRC** of the accuracy or completeness of returns submitted in accordance with the Pay As You Earn (PAYE) regulations following a compliance check or routine inspection undertaken by **HMRC** into the operation of PAYE
3. an enquiry conducted into the employment status of **your employees** under the PAYE or National Insurance Contributions (NIC) Regulations or Part 2, Chapter 8 of Income Tax (Earnings and Pensions) Act 2003 (IR35)
4. a dispute following a compliance check or routine inspection undertaken by **HMRC** of **your** Value Added Tax (VAT) record-keeping
5. an enquiry held under Section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations Service of **HMRC** providing that at the culmination of such investigation it is proved that **you** were not found guilty of dishonesty, fraud or fraudulent intent.

We will not cover claims

1. involving criminal proceedings or alleged fraudulent evasion of tax
2. any case dealt with by Special Civil Investigations Office, Boards Investigation Unit or any other special office of **HMRC**
3. arising from or relating to attendance at a compliance or control review or routine inspection undertaken by **HMRC** for PAYE, NIC or VAT
4. where deliberate misstatements have been made in respect of accounts, returns or any other submissions made to the relevant authorities
5. where **you** have failed to give **your** business status to the relevant authorities within a statutory period
6. involving tax or National Insurance contributions avoidance schemes
7. which occurs during the first 90 days of the first **period of insurance** of this section
8. where **you** have failed to maintain or submit accurate, truthful and up to date records or where returns have not been submitted within statutory time limits or requirements
9. arising from a dispute as to whether an **employee's** remuneration should fall under either PAYE or sub-contract rules
10. in respect of any dispute arising under the National Minimum Wage Act 1998 or the Tax Credits Act 2002
11. in respect of the preparation or rectification of self-assessment tax returns, accounts, P11Ds, P35s, VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of **your** affairs, including the reconciliation of annual accounts with VAT returns
12. for damages, interest, fines or other penalties which **you** are ordered to pay.

We will not pay costs

1. incurred in dealing with
   a. technical or routine matters not connected with or arising out of an expression of dissatisfaction with **your** affairs
   b. any deficiencies in books, records, accounts or returns including the costs of repairing a return
2. arising after **you** receive a notice telling **you** that the enquiry has been completed
3. arising from or relating to a tax tribunal.

Conditions applicable to 'Tax disputes cover'

1 **You** must
   a maintain and continue to maintain accurate, truthful and up to date records
   b make returns in accordance with statute and account conventions acceptable to **HMRC** and other agencies
   c make all returns and payments except those which are disputed
   d provide information to **HMRC** and other bodies where applicable.
2 **You** or **your adviser** must notify **us** by contacting the legal helpline as soon as possible if **you** receive any invitation by **HMRC** to make an offer in settlement.
3 For claims in respect of **HMRC** enquiries **your adviser** must provide a copy of the **HMRC** notice of enquiry and a copy of the return giving rise to the enquiry.

Tenancy disputes cover

We will cover costs incurred by **you** and 'Attendance expenses cover' in the pursuit or defence of **proceedings** between **you** and **your** landlord under the terms of the lease or tenancy agreement applying to **your business premises**.

We will not cover claims arising from or relating to the

1 amount, payment or non-payment of rent
2 renewal of the lease or tenancy agreement.

✘ What is not covered

Adviser costs exclusion

We will not cover

1 **costs** where the estimate is more than the amount in dispute
2 **costs** or any other costs and expenses incurred which have not been agreed by **us** in advance or which are above the amount for which **we** have given **our** prior written approval.

Avoidable correspondence exclusion

We will not cover **costs** incurred in avoidable correspondence.

Claims against your insurer exclusion

We will not cover any claims made by or against **your** insurance broker, the **adviser**, **us** or AXA Insurance UK plc.

Communicable disease exclusion

We will not cover any loss, damage, liability or expense directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Computer software exclusion

We will not cover claims caused by or arising from computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements.

Confidentiality agreement exclusion

We will not cover claims caused by or arising from secrecy or confidentiality agreements and passing off.

Consent exclusion

We will not cover

1 the costs of an appeal unless **we** have given **our** prior written consent to such costs being incurred
2 the fees of an expert witness without **our** approval being obtained for the appointment of the expert witness and to the amount of their fees
3 claims where **you** act without **our** consent or contrary to or in a manner different from **our** advice or that of **your adviser**.

Cyber exclusion

We will not cover any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, computer virus or process or any other electronic system.

Deliberate act exclusion

We will not cover the defence of legal actions

1. arising from anything **you** did deliberately or recklessly
2. arising from any deliberate criminal act or omission by **you**
3. involving prosecutions which allege dishonesty or intentional violence.

Excess exclusion

1. **We** will not cover the **excess** shown in **your** schedule for any one claim.
2. The co-insurance percentage shown in **your** schedule is the percentage that **you** must pay for any one claim where the amount of the claim exceeds the claim amount shown in **your** schedule.

Fire safety defects exclusion

We will not cover any claim, damage, loss, cost or expense or any other liability directly or indirectly arising from or in any way related to or connected with the combustibility or fire safety defects of any

1. composite panels, cladding or facades of buildings or structures
2. internal or external walls
3. cladding systems and any associated core/filler/cavity insulation material
4. fixing systems.

Government order exclusion

We will not cover claims caused by or arising from any actual, planned or proposed works by or under the order of any government or public or local authority.

Group litigation exclusion

We will not cover claims where **you** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause or where **your** claim may be affected by or affect the outcome of similar legal actions brought by other third parties.

Intellectual property exclusion

We will not cover claims relating to patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property.

Inter-company dispute exclusion

We will not cover any disputes or **proceedings** between **you** and with any parent company, subsidiary company or associated company or partner.

Judicial review exclusion

We will not cover claims caused by or arising from an application for a judicial review.

Libel or slander exclusion

We will not cover claims caused by or arising from libel or slander or malicious falsehood.

Pollution or contamination exclusion

We will not cover **proceedings** alleging seepage, pollution or contamination or the breach of any statute, regulation or ordinance prohibiting or controlling emissions or effluent of any kind or arising from any enforcement action or **proceedings** brought under or pursuant to any such statutes, regulations or ordinances.

Prior circumstances exclusion

We will not cover **you** where **you** should have known that the circumstances leading to a claim under this section already existed at the time of buying this section of **your policy**.

Property exclusion

We will not cover claims caused by or arising from

1. any planning law, including but not limited to town and country planning legislation
2. the construction of or structural alteration to buildings or parts of buildings.

Radioactive contamination exclusion

We will not cover claims caused by or arising from

1 ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

2 the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

Recoverable costs exclusion

We will not cover **you** for claims which are recoverable from a court, tribunal or elsewhere.

Subsidence exclusion

We will not cover claims caused by or arising from subsidence or mining or quarrying activities.

Test case exclusion

We will not cover claims arising from defending or pursuing a legal test case whose purpose is to set a precedent in law.

Value Added Tax (VAT) exclusion

Where **you** are registered for VAT, **we** will not pay **you** for the VAT element of any legal expenses invoices.

War and terrorism exclusion

We will not cover claims caused by or arising from war, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power, confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your** policy.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

Change in law condition

Cover under this section is based on laws and regulations in force at the start of the **period of insurance**. If **we** believe that any subsequent change in law or regulations results in a change to the scope of cover, **we** reserve the right to

1 accept claims where the change restricts the cover provided

2 reject claims where the change provides cover which did not previously exist.

Choice of legal representative condition

If a claim is accepted under this section, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other **adviser's** fees unless court **proceedings** are issued, or a **conflict of interest** arises.

Where it is necessary to start court **proceedings** or a **conflict of interest** arises and **you** want to use a legal representative of **your** own choice, **we** will only agree to **your** choice of legal representative where their charging rates are not more than **our standard advisers costs**.

Claims condition

1 **We** may investigate the claim and take over and conduct the legal **proceedings** in **your** name. Subject to **your** consent, which shall not be unreasonably withheld, **we** may reach a settlement of the legal **proceedings**.

2 **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted.

3 The **adviser** will

   a provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained b keep **us** fully advised of all developments and provide such information as we may require

c keep **us** advised of **advisers costs** incurred

d advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are accepted or rejected, cover under **your policy** will be withdrawn unless **we** agree in **our** absolute discretion to allow the case to proceed

e submit bills for assessment or certification by the appropriate body if requested by **us**

f attempt recovery of costs from third parties.

4 In the event of a dispute arising as to **advisers costs** we may require **you** to change **adviser**.

5 **We** will only be liable for **advisers costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success in accordance with the 'Prospects of success condition'.

6 **You** are responsible for all legal costs and expenses including adverse costs if **you** withdraw from the legal **proceedings** without **our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.

7 Where **we** have paid a claim or part of a claim and **you** are awarded any kind of monies, those are to be paid to **us** first.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

Costs recovery condition

Where **we** have paid a claim or part of a claim and costs have been recovered from the third party, those costs are to be paid to **us**.

Notification of claims condition

For the purposes of this section only, this condition replaces the 'Claims notification condition' within the 'Policy conditions'.

As soon as **you** have a legal problem that **you** might need assistance with under **your policy** **you** must telephone the legal helpline on **0330 024 5346**.

You must comply with the advice given by the legal helpline.

Our legal advisers are at hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under **your policy**, the legal helpline will ask **you** to complete **our** online claim form by visiting **https://claims.arclegal.co.uk**. Alternatively **we** can send a claim form to **you**. If **your** problem is not covered under **your policy**, the legal helpline might be able to offer **you** assistance under a private funding arrangement.

You must tell **us** of any claim, potential claim or circumstances which might lead to **you** making a claim

1 as soon as possible during the **period of insurance**, and

2 no later than 30 days after expiry of the **period of insurance**.

If **you** are not sure whether to tell **us** or not, it is best to call the legal expenses helpline.

There will be no cover under this section if, as a result of a delay in reporting the claim, **our** position has been prejudiced.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

Proportional costs condition

An estimate of the **costs** to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the **costs** will be provided with the assessment of **your** case and will be carried out by the independent **adviser**. If the estimate exceeds the amount in dispute then **we** may decline or discontinue support for **your** case.

Prospects of success condition

At any time **we** may form the view that **you** do not have a 51% or greater chance of winning the case and achieving a positive outcome. **We** will only do this when supported by independent legal advice.

Where **we** do this, **we** may decline support or any further support. Examples of a positive outcome are being able to

1 recover the amount of money at stake
2 enforce a judgement
3 achieve an outcome which best serves **your** interests.

Your insolvency and liquidation condition

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

Making a complaint

We aim 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 using the contact details available in **your** claim documentation.

If **your** complaint relates to anything else, please contact **your** insurance broker where **your policy** was purchased.

Alternatively, **you** can write to **us** at

AXA Insurance complaints:

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

Email: **commercialcomplaints.ins@axa-insurance.co.uk**

When **you** make contact, please tell **us** the following information

- Name, address and postcode, telephone number and email address (if **you** have one).
- **Your** policy and/or claim number and the type of policy **you** hold.
- The name of **your** insurance broker (if applicable).
- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

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.
- provide a response within eight weeks of receiving **your** complaint, informing **you** of the results of **our** investigations or explain why this isn't possible.
- learn from **our** mistakes.
- use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored and recorded.

Beyond AXA

If **we** haven't resolved **your** complaint within eight weeks, or **you** are unhappy with **our** final response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service.
The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

You have six months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service.

This does not affect **your** right to take legal action.

The Financial Ombudsman Service

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: **0800 023 4567**
(lines are open 8am to 5pm, Monday to Friday)

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

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

Legal and tax advice or Legal expenses services complaints

Arc Legal Assistance Ltd aim to get it right, first time, every time. If Arc Legal Assistance Ltd make a mistake, they will try to put it right straight away.

If **you** are unhappy with the service that has been provided, **you** should contact Arc Legal Assistance Ltd at the address below.

Arc Legal Assistance Ltd will always confirm to **you**, within five working days, that they have received **your** complaint.

Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **you** will receive a final response.

Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service (see above for contact details).

Arc Legal Assistance Ltd

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5NE

Tel: **01206 615000**

Email: **customerservice@arclegal.co.uk**

You can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with Arc Legal Assistance Ltd or before they have investigated the complaint if both parties agree.

Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see **Legal and tax advice or lifestyle counselling helplines or Legal expenses services complaints**), any dispute between **you** and **us** may, where **we** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc and Arc Legal Assistance Ltd are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation in the unlikely event they cannot meet their 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 Financial Services Compensation Scheme (**www.fscs.org.uk**).

Emergency helpline service complaints

If **you** have a complaint about the emergency helpline service, **you** should contact AXA Assistance at

AXA Assistance (UK) Ltd

The Quadrangle
106 – 118 Station Road
Redhill
Surrey
RH11 1PR

Tel: **01737 815 913**
(lines are open 9am to 5pm, Monday to Friday excluding bank holidays)

Please note: if **you** have any issues with the tradesperson, **you** will need to refer **your** complaint directly to the tradesperson.

This document is available in other formats.

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

www.axa.co.uk

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