



Policy wording

# Retailers Insurance

November 2025

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# 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 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, statement of fact and any endorsements must be read together.

**Your policy** is renewable provided that **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.

**Your policy** is divided into a number of sections. Where a section does not apply, **your** schedule will state that it is 'not covered'.

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](http://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.

# Important phone numbers



## AXA claims telephone helpline

For all Legal expenses claims  
For all other claims

0330 024 5346  
0345 600 2715/6



## Glass Replacement Service

A quick and efficient service available 365 days a year.

0300 303 2944\*



## Legal and tax advice

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.

0330 024 5346\*\*



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

## 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 that **you** are covered. **You** must then follow the Claims notification condition and Claims procedures condition under Policy conditions on page 8.

### Legal expenses section only

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 'Making a complaint' on page 94.

# 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 premises

The **premises** or those portions of the **premises** protected by the **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

- notification of faults to  
or
- 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 at the property address(es) shown in **your schedule** occupied by **you** for the purpose of the **business**.

## Responsible person

**You** or any adult authorised by **you** who will be responsible for the security of the **premises**.

## We / us / our

AXA Insurance UK plc.

## You / your / yours / yourself

Person(s), 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 the conditions or whether **you** need to tell **us** about any matter, please contact us or **your** 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.

## Alarm condition

This condition applies to each of **your premises** where **your** schedule shows that intruder alarm protection is required.

**We** will not cover **you** for loss or damage following entry or attempted entry into or exit from the **premises** by forcible and violent means unless the following conditions are complied with.

- 1 An **intruder alarm system** is required for **your premises** and 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. The acceptable types of remote signalling systems **we** require for **your premises** are shown in **your** schedule.
- 3 The **intruder alarm system** must be installed and maintained by an alarm company accredited either by NSI (National Security Inspectorate) or SSAIB (Security Systems and Alarms Inspection Board) to generate full police response (Level 1, where the police will respond to the activation of the intruder alarm immediately) to alarm activations.
- 4 If the alarm system is not fully effective **you** must make arrangements for **your premises** to be attended by a **responsible person** until the **intruder alarm system** is fully operational.
- 5 **You** must not make any changes to the alarm signalling method type shown in **your** schedule for police response to any activation of the **intruder alarm system** without **our** written agreement.
- 6 **You** must keep all security codes for the **intruder alarm system** confidential and never leave them on the **premises** when they are closed for business and left unattended.
- 7 **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.
- 8 If **you** are notified 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, when the **intruder alarm system** is set a **key holder** must attend the **premises** as soon as reasonably possible.

When the **key holder** attends and the alarm cannot be reset **you** must make arrangements for the **premises** to be attended by at least one

**responsible person** until the **intruder alarm system** is fully operational.

**9 If you receive 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** that the **intruder alarm system** cannot be returned to or maintained in full working order.

**You** will tell **us** as soon as possible on the next working day and **you** must comply with any requirements that **we** ask for.

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 damage by theft or attempted theft.

### 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.

This condition does not apply to the 'Public and products liability section', the 'Employers liability section' or the 'Legal expenses section'.

Alternatively depending on the size of **your business** **you** may be able to refer **your** case to the Financial Ombudsman Service (FOS). In either case this will not affect **your** right to take action against **us** over this disagreement.

### 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
- 2 immediately
  - a on receipt send **us** every letter, court order, summons or other legal documents 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 people, 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 loss or damage, recover property 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 relevant other insurances.
  - 3 **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** 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.
- 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** premiums, 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.

### Flat roof condition

Any flat portions of the roof of the **building(s)** must have been inspected in the last 2 years, and be subject to further inspections at least once every 2 years, by a professional roofing contractor and any recommendations implemented. If **your** roof has not previously been inspected then **you** must have this done within 90 days from the start date of **your policy**. If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

### 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 submit 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](http://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**.

### Minimum security standards condition – Level 1

**Your** schedule will show if this condition applies.

The following minimum levels of security must be installed and maintained at **your premises** and put into full and effective use whenever **your premises** are closed for business or left unattended.

- 1 All external doors to **your premises** and all internal doors that give access to any part of the buildings not occupied by **you** must be fitted and secured with good quality locks appropriate for the type of door.
- 2 All opening windows and skylights accessible from the ground, a roof, balcony, canopy, porch or downpipe must be fitted and secured with key operated locks unless a window is protected by solid steel bars, weld mesh or expanded metal grills securely fixed to the brickwork.

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.

### Minimum security standards condition – Level 2

**Your** schedule will show if this condition applies.

## Policy conditions *continued*

The following minimum levels of security must be installed and maintained at **your premises** within 30 days from either

- 1 the start date of **your policy** shown in **your** schedule or
- 2 the date of changes to **your** cover shown in **your** schedule.

Until **you** comply with this condition **you** must comply with Minimum security standards condition – **Level 1** above.

- 1 All external doors to **your premises** and all internal doors that give access to any part of the buildings not occupied by **you** must be fitted with and secured as follows
    - a timber doors by an appropriate mortice deadlock which has five or more levers and a matching metal box striking plate which conforms to British Standards BS 3621 or European Norm EN 1303 and installed in accordance with the manufacturer's recommendations
    - b aluminium doors by integral cylinder key operated mortice deadlocks which conforms to EN 1303
    - c UPVC doors by key operated multi-point locking devices incorporating swinging/claw locking bolts
    - d the first closing leaf of any double leaf doors described in a, b, or c above with internal bolts top and bottom
    - e outward opening doors such as fire escape doors should be fitted with hinge bolts top and bottom.
  - 2 All accessible opening windows (including a window that can be easily reached from a roof, a fire escape, balconies, canopies or down pipes), fanlights, roof lights, skylights are all to be fitted and secured with appropriate key operated window locks, installed in accordance with the manufacturers recommendations.
- 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.
- 3 Any door or window officially designated by the local planning officer, local building

control officer or as defined within the 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 such as mortice deadlocks conforming to BS 8621 and panic bars/latches conforming to BS EN 1125.

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.

### Other insurance condition

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

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

### Reinstatement of sum insured after loss condition

In the event of loss, the sum insured by this section will be automatically reinstated from the date of the loss unless **we** or **you** give written notice to the contrary.

Provided always 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 apply any additional risk improvements which **we** reasonably require.

### 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

## Policy conditions *continued*

- 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.

# Buildings section

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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 policy defined terms that can be found within the 'Meanings of defined terms' section at the start of **your policy**.

### Building(s)

The buildings at **your premises**, including

- 1 landlords fixtures and fittings in or on **your premises**
- 2 outbuildings, extensions, annexes, garages
- 3 boundary walls, gates and fences
- 4 roads, pavements, yards, car parks, car ports, patios and terraces
- 5 underground pipes and cables belonging to **you** or for which **you** are responsible
- 6 the **shop front** unless insured under a separate item
- 7 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**.
- 8 Solar panels fixed and forming part of the **building(s)**.

### Business interruption

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

### 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

Accidental 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**.

### 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.

### Indemnity period

The period during which the **business** is affected, starting on the date the **damage** occurred and ending not later than the number of months shown in **your schedule**.

### Phishing

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

### Property insured

The **building(s)**, **shop front**, **tenants improvements** or rent payable where shown as covered in **your schedule**.

### Shop front

The whole front, all fixed glass in it, frames and if fixed to the **building(s)** any shutters, blinds, signs, lettering, ornamenting, alarm foil and fitments belonging to **you** or for which **you** are responsible.

### Standard construction

Walls built only of brick, stone or concrete and roofed only with slates, tiles or concrete.

### Storm

Storm excluding damage by **flood**.

### Tenants improvements

Internal decorations to ceilings and walls and improvements and additions of a like nature (other than **shop front**) belonging to **you** or for which **you** are responsible.

### 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, grey 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 **property insured** by any of the following perils occurring during the **period of insurance**. We will pay the value of the **property insured** at the time of the **damage**, or for the amount of the **damage**, or at our option reinstate or replace the **property insured** or any part of it in accordance with the following Basis of claims settlement.

### Basis of claims settlement

- 1 Claims for **damage** to the **building(s)**, **shop front** and **tenants improvements** where 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.

- 2** Claims for loss of rent payable by **you** as tenant following **damage** which makes the **building** uninhabitable will be settled on the basis of loss of rent payable, until the **building** is repaired or reinstated during the rent payable **indemnity period** less any reduction in rent as a result of the **damage**. The work of repair or reinstatement must be done without delay.

No payment will be made beyond the amount which would have been payable in the absence of this cover until the cost of reinstatement has actually been incurred.

### Limit of cover

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

### Perils

- 1** Fire, lightning or earthquake.
- 2** Explosion excluding damage 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, that belongs to **you** or is under **your** control.
- 3** Riot, civil commotion, strikers, locked out workers, labour or political disturbances, vandals or malicious people but excluding
- a** damage caused by confiscation, destruction or requisition by order of the Government or any public authority
  - b** damage arising from stoppage of work
  - c** damage caused by **your** employees, tenants or any other person lawfully on **your premises**
  - d** damage to any portion of the **building** which is **empty**
  - e** damage caused by theft or attempted theft
  - f** the **excess** shown in **your** schedule.
- 4** Storm or flood excluding
- a** damage due to a change in the water table level
  - b** damage resulting from frost, subsidence, ground heave or landslip

**c** damage to moveable property in the open, fences, posts, hedges and gates

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

- 5** Escape of water from any tank, apparatus or pipe including **damage** to any fixed tank, apparatus or pipe caused by freezing or bursting excluding

- a** damage caused by freezing in any outbuildings
- b** damage to any **building** which is **empty**
- c** the **excess** shown in **your** schedule.

- 6** Impact by any aircraft or other aerial devices, vehicle or any article falling from them or by an animal, excluding the **excess** shown in **your** schedule.

- 7** Leakage of fuel oil from any fixed heating installation excluding

- a** damage to any portion of the **building** which is **empty**
- b** the **excess** shown in **your** schedule.

- 8** Theft or any attempted theft

- a** involving entry to or exit from 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 members of **your** family, or any other person lawfully at the **premises**

but excluding

- a** damage to any portion of the **building** which is **empty**
- b** damage caused by **your** employees, tenants or any other person lawfully on **your premises**
- c** the **excess** shown in **your** schedule.

### Optional Perils

#### Accidental damage

**Your** schedule will show if this is covered.

- 9** Any other **damage** occurring at **your premises** excluding

- a** damage which is excluded under perils **1** to **8** or under optional peril **10** if covered or under 'What is not covered' of the 'Buildings 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** stands
  - vi** the normal settlement or bedding down of new structures
- Paragraph **9b v** does not apply if Optional peril **10** is shown as covered in **your** schedule.
- 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.
- But **we** will pay **you** for subsequent **damage** which results from a **defined peril** covered elsewhere in the **policy**
- 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.

### Subsidence ground heave and landslip cover

**Your** schedule will show if this is covered.

**10** Subsidence, ground heave or landslip of any part of the site on which the **building** stands excluding

- a** the **excess** shown in **your** schedule
- b** damage to roads, pavements, yards, car parks, patios, terraces, boundary walls, gates and fences unless the building structure also suffers **damage** at the same time by the same peril
- c** 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 use of defective materials
  - v** fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- d** damage which started before the start of this cover
- e** damage to solid floor slabs or damage resulting from their movement, unless the foundations beneath the outside walls of the main building at the **premises** also suffer **damage** at the same time by the same peril
- f** damage resulting from demolition, construction, structural alteration or repair of any property or groundwork or excavation at the **premises**.

### Special condition applicable to subsidence, ground heave and landslip cover

**You** must tell **us** as soon as possible if **you** become aware of any demolition, groundworks,

excavation or construction being carried out on any adjoining site to **your premises**. **We** will then have the right to vary the terms or cancel this cover.

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

### Extensions of cover

#### Architects, surveyors, legal and consulting engineers fees cover

**We** will pay **you** for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent in the reinstatement or repair of the **building(s)** as a result of **damage**.

**We** will not cover any costs or expenses for preparing any claim.

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

#### Cables and underground pipes cover

**We** will pay **you** the costs incurred following **damage** which **you** are responsible for to cables and underground pipes and drains (and their inspection covers) at **your premises** or connecting the **premises** to the public mains.

**We** will not cover damage caused by gradual deterioration or wear and tear.

#### Capital additions cover

**We** will pay **you** for alterations, additions and improvements to **building(s)** not insured elsewhere but not for any appreciation in value

Provided that

- 1 **you** give **us** details of the additions as soon as possible and within 30 days and **you** must ensure specific insurance is arranged with **us** from the date **you** become responsible
- 2 the provisions of this cover will be fully maintained in addition to any specific insurance effected under 1 above.

The most **we** will pay at any one location is 15% of the total sum insured under this section or £50,000 whichever is the greater.

#### Debris removal cover

**We** will pay **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 **building(s)** insured, as a result of **damage** covered by this section.
- We** will not cover **you** for costs or expenses
- a incurred in removing debris except from the site of the damaged **building(s)** and the area immediately adjacent to the site
  - b 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.

#### Fire brigade charges cover

**We** will pay **you** for the costs and expenses **you** incur charged by the local authority for extinguishing fire or fire fighting provided that these costs and expenses are necessary and reasonable.

#### Fire extinguishment cover

**We** will pay **you** for the cost of replacing or replenishing extinguishment materials when **you**, **your** employees or the fire brigade attempt to extinguish or minimise loss by fire.

Provided that the costs and expenses cannot be recovered from the public authority responsible.

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

#### Flood resilience and protection expenses cover

This cover will only apply if **flood** is covered under this section.

In the event of damage to **property insured** caused by **flood**, **we** will pay for

- 1 any additional rebuilding costs for the incorporation of flood resilient materials
- 2 the relocation within the same **building(s)** of replacement fixtures and fittings insured under the **policy** to an area of reduced exposure to damage by water arising from **storm** and/or **flood**

- 3 the additional costs in the utilisation of BS 851188 (or similar or replacement standard) approved products or other appropriate products, methods or schemes including specialist consultant fees for the purposes of providing protection against future **damage** by water arising from **storm** and/or **flood**.

**We** will not pay for:

- 1 any additional costs for work **you** had already planned to be carried out prior to such **damage**
- 2 the first 10% of all costs otherwise payable under the terms of this cover
- 3 any additional costs for the amount of any charge or assessment arising out of capital appreciation which may be payable by **you** in respect of the **property insured**
- 4 any additional costs for the cost incurred in complying with prevailing regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon **you** prior to the happening of such **damage**
- 5 any additional costs for replacing or protecting undamaged parts of the **property insured**
- 6 any costs if **you** choose not to rebuild the **building(s)**.

The most **we** will pay for all claims in total for this cover is the lower of either £25,000 or 100% of the actual amount paid or payable by **us** to reinstate the **damage** in the absence of this cover. This will be paid by **us** in addition to the **property insured** sums insured.

If **our** liability is reduced by the application of any terms and conditions of this **policy**, **our** liability under this cover will be similarly reduced.

#### **Inflation protection cover**

**We** will adjust the sums insured specified in **your** schedule at monthly intervals in line with suitable indices of cost. This adjustment will continue after any **damage** if the repairs or reinstatement are done without delay.

**We** will not charge any extra premium during the **period of insurance** but at the end of the period

**we** will calculate the renewal premium based on the revised 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 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**.

#### **Public authorities cover**

**We** will pay **you** for the costs and expenses incurred by **you** during the **period of insurance** following **damage** by an insured peril for the additional cost of reinstatement to the **building** and undamaged portions of the **building** incurred solely to comply with regulations under Acts of Parliament or local authority bye-laws

Provided that

- 1 **you** receive the notice to comply after the **damage** occurs
- 2 the work of reinstatement is completed within 12 months of the date of the **damage**, or within any further time that **we** agree
- 3 **we** will not cover any additional rate, tax duty or other charge which may become payable following compliance with such legislation, regulations or bye-laws
- 4 the reinstatement work may be carried out on another site if required by the legislation, regulation or bye-laws subject to the amount payable under this cover not being increased
- 5 if the amount payable is reduced by the application of any of the terms and conditions of this **policy**, then the amount **we** will pay (for any item) will be reduced proportionately.

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

#### **Subrogation waiver cover**

In the event of a claim under this section **we** agree to waive any rights, remedies or relief 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**.

#### Theft of building fabric cover

**We** will pay **you** for

- 1 **damage** to the external fabric of the **building(s)** covered 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 damage to any **building** which is **empty**
- 2 the **excess** shown in **your** schedule.

The most **we** will pay is £10,000 for any one **premises** in any one **period of insurance**.

#### Trace and access cover

**We** will pay **you** for the reasonable costs that **you** incur in finding the source of **damage** and repairing it, caused by

- 1 the escape of water from any tank, apparatus or pipe
- 2 **damage** to cables, underground pipes and drains providing services to the **premises** and for which **you** are legally responsible.

The most **we** will pay is £25,000 in any one **period of insurance**.

#### Value added tax (VAT) cover

**We** will pay **you** for 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 insured** following **damage**
  - b **we** have paid or have agreed to pay for the **damage**
- 2 **our** liability does not include amounts payable by **you** as penalties or interest for non payment or late payment of VAT
- 3 **you** have taken all reasonable precautions to insure adequately for VAT responsibility at

the start of this **policy** and at each subsequent renewal date.

For the purpose of any Average condition, reinstatement costs will be exclusive of VAT. **Our** liability may exceed the sum insured for a **building** where such excess amount is solely in respect of VAT.

#### ✗ What is not covered

##### Aircraft or aerial devices exclusion

**We** will not cover damage caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

##### 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 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.

##### 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**, provided that peril is covered by this section.

#### Electrical plant or apparatus exclusion

We will not cover damage to any electrical plant or apparatus caused by its own overrunning, short circuiting, excessive pressure, self-heating, mechanical or electrical breakdown or derangement, or arising from adjustment, maintenance or repair.

If the **damage** extends to other **property insured**, we will cover **you** for that **damage**.

#### Excess exclusion

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

#### Illegal activities exclusion

We will not cover damage caused by property being used, by **you** or any occupants, for illegal activities.

#### More specific insurance exclusion

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

#### Pollution or contamination exclusion

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

- 1 pollution or contamination which 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 people taking part in labour disturbances or malicious people.

If any of the points above are found to be invalid or unenforceable, the remainder 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 damage caused by or consisting of

- 1 disappearance, unexplained or inventory shortage
- 2 misfiling or misplacing of information.

### War risks exclusion

**We** will not cover **you** for any claims caused by or happening through war, invasion, acts of foreign enemies, 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** or **your** insurance broker.

### 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.

Adjustment will be made for any increases in the sum insured resulting from the 'Inflation protection cover'.

### Construction of property condition

Unless otherwise stated the **building(s)** shown in **your** schedule are of **standard construction**.

### Contracting purchaser's condition

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

### Empty buildings condition

- 1 **You** must tell **us** immediately **you** become aware

- a that any building or portions of buildings at **your premises** become **empty**

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

## Explosion condition

**You** must ensure that any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control, which need examination to comply with any statutory regulations, that the vessel, machinery or apparatus are covered by a policy or contract providing the required inspection service.

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.

## 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, routinely tested and any defects promptly rectified during the **period of insurance**.

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 insured** is to be reinstated or replaced by **us**, then **you** will at **your** own expense provide all such plans, documents, books and information that may be required. **We** will not be required to reinstate the **property insured** exactly but only as circumstances permit and in a reasonable manner.

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

## Workmen's condition

Joiners and other tradesmen are allowed in or onto the **building** to make repairs or minor structural alterations without prejudice to **your** insurance.

# Contents section

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**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 policy defined terms that can be found within the 'Meanings of defined terms' section at the start of **your policy**.

## Business interruption

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

## 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**.

## Contents

Contents (other than **stock**), landlords fixtures and fittings, interior decorations, employee's personal effects (up to £1,000 for any one person), and goods in trust belonging to **you** or which **you** are responsible for as shown in **your schedule**.

## 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

Accidental 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**.

## 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
- 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

Cash, bank and currency notes, uncrossed cheques, giro cheques, uncrossed postal orders, uncrossed money orders, current postage stamps, unused units in franking machines, National Savings stamps and certificates, National Insurance stamps, trading stamps, gift 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.

### Non negotiable money

Credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders and crossed money orders, crossed national giro bank cheques, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, 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.

### Property insured

The **stock** and **contents** items where shown as covered in **your** schedule.

### Standard construction

Walls built only of brick, stone or concrete and roofed only with slates, tiles or concrete.

### Stock

Target stock and all other stock items shown in **your** schedule including stock and materials in trade including work in progress, finished goods and customers goods belonging to **you** 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, grey 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 pay **you** for **damage** to the **property insured** used in connection with the **business** at the **premises** by any of the following perils occurring during the **period of insurance**. We will pay the value of the **property insured** at the time of the **damage**, or for the amount of the **damage**, or at **our** option reinstate or replace the **property insured** or any part of it in accordance with the following Basis of claims settlement.

## Basis of claims settlement

- 1 Claims for the total loss or destruction of **contents** items will be settled on the basis of replacement of property similar to but no better or more extensive than the items when new.
- 2 Claims for partial **damage** to **contents** items will be settled on the basis of restoration to a condition no better or more extensive than the condition of the items 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 producing information to be recorded on them
  - b the value to **you** of the information contained in them.
- 4 Claims for **stock** will be settled on the basis of its value at the time of loss or destruction with an adjustment for wear and tear.

No payment will be made beyond the amount which would have been payable under this section in the absence of this cover until the cost of reinstatement has actually been incurred.

## Limit of cover

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

## Perils

- 1 Fire, lightning or earthquake.
- 2 Explosion excluding damage 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, that belongs to **you** or is under **your** control.
- 3 Riot, civil commotion, strikers, locked out workers, labour or political disturbances, vandals or malicious people but excluding

- a damage caused by confiscation, destruction or requisition by order of the Government or any public authority
  - b damage arising from stoppage of work
  - c damage caused by **your** employees, tenants or any other person lawfully on **your premises**
  - d damage to any portion of the building which is **empty**
  - e damage caused by theft or attempted theft
  - f the **excess** shown in **your** schedule.
- 4 **Storm or flood** excluding
    - a damage due to a change in the water table level
    - b damage resulting from frost, subsidence, ground heave or landslip
    - c damage to moveable property in the open
    - d damage to **property insured** stored in the lowest storey of the **premises** unless raised at least six inches (150mm) above floor level
    - e damage to **property insured** in any portion of the building which is **empty**
    - f the **excess** shown in **your** schedule.
  - 5 Escape of water from any tank, apparatus or pipe excluding
    - a damage caused by freezing in any outbuildings
    - b damage to **property insured** stored in the lowest storey of the **premises** unless raised at least six inches (150mm) above floor level
    - c damage to **property insured** in any building which is **empty**
    - d the **excess** shown in **your** schedule.
  - 6 Impact by any aircraft or other aerial devices, vehicle or any article falling from them or by an animal, excluding the **excess** shown in **your** schedule.
  - 7 Leakage of fuel oil from any fixed heating installation excluding
    - a damage to **property insured** in any building which is **empty**
    - b the **excess** shown in **your** schedule.

**8** Theft or any attempted theft

- a** involving entry to or exit from 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 members of **your** family, or any other person lawfully on **your premises**

but excluding

- a** damage to any portion of the **building** which is **empty**
- b** damage caused by **your** employees, tenants or any other person lawfully on **your premises**
- c** the **excess** shown in **your** schedule.

### Optional Perils

#### Accidental damage

**Your** schedule will show if this is covered.

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

- a** damage which is excluded under perils **1** to **8** or under optional peril **10** if covered or under 'What is not covered' of the 'Contents 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 stands
  - vi** the normal settlement or bedding down of new structures

Paragraph **9b v** does not apply if Optional peril **10** is shown as covered in **your** schedule.

**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.

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

**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.

#### Subsidence ground heave and landslip cover

**Your** schedule will show if this is covered.

**10** Subsidence, ground heave or landslip of any part of the site on which the building stands excluding

- a** the **excess** shown in **your** schedule
- b** damage to roads, pavements, yards, car parks, patios, terraces, boundary walls, gates and fences unless the building structure also suffers **damage** at the same time by the same peril
- c** 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 use of defective materials
- v fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- d damage which started before the start of this cover
- e damage to solid floor slabs or damage resulting from their movement, unless the foundations beneath the outside walls of the main building of the **premises** also suffer **damage** at the same time by the same peril
- f damage resulting from demolition, construction, structural alteration or repair of any **property** or groundwork or excavation at the **premises**.

#### Special condition applicable to subsidence, ground heave and landslip cover

You must tell us as soon as possible if you become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site to **your premises**. We will then have the right to vary the terms or cancel this cover.

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

#### Extensions of cover

##### Architects, surveyors, legal and consulting engineers fees cover

We will pay you for architects, surveyors, legal and consulting engineers fees necessarily incurred with our written consent in the reinstatement or repair of the **property insured** as a result of **damage**.

We will not cover any costs or expenses for preparing any claim.

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

#### Capital additions cover

We will pay you for

- 1 any newly acquired **contents** which are not insured elsewhere for which you are responsible
- and
- 2 alterations, additions and improvements to **contents** but not for any appreciation in value at any of **your premises**

Provided that

- a you give us details of the additions as soon as possible and within 30 days and you must 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.

The most we will pay at any one location is 15% of the total sum insured under this section or £50,000 whichever is the greater.

#### Cash registers and scales cover

We will pay you for **damage** (other than mechanical or electrical breakdown or derangement) to cash registers and scales provided that such property has been included in the sum insured for **contents**.

#### Contract price cover

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

#### Damage to landscaped gardens cover

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

The most we will pay is £10,000 in any one period of insurance.

## Debris removal cover

We will pay 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 costs or expenses

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

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

## Exhibitions and trade fair cover

We will pay you for **damage** by an insured peril to **stock** and **contents** whilst in any building used for an exhibition or trade fair within the **policy territories** and whilst in transit to and from the exhibition or trade fair.

The most we will pay is £2,000 any one loss.

We will not cover theft or attempted theft from any unattended vehicles.

## Fire brigade charges cover

We will pay you for the costs and expenses you incur charged by the local authority for extinguishing fire or fire fighting provided that these costs and expenses are necessary and reasonable.

## Fire extinguishment cover

We will pay you for the cost of replacing and/or replenishing extinguishment materials when you, your employees or the fire brigade attempt to extinguish or minimise loss by fire.

Provided that the costs and expenses cannot be recovered from the public authority responsible.

The most we will pay for any one claim is £1,000.

## Glass breakage cover

We will pay you for or at our option make good any accidental or malicious breakage or scratching of all internal or external fixed glass including showcases, shelves, tops and mirrors and sanitaryware belonging to you or for which you are responsible at **your premises** during the **period of insurance**. Provided that the glass is in good condition at the start of **your policy**.

Following breakage of fixed glass we will also pay for the cost of

- 1 boarding up. You may instruct builders or glaziers to board up without our prior consent
- 2 repairing **damage** to window frames, framework, shutters and blinds
- 3 removing or replacing the fixtures and fittings necessarily incurred to replace the glass
- 4 repair of **damage** to the shop front for which you are responsible caused by accidental external means or malicious people
- 5 **damage** to goods incidental to the **business** caused by breakage of fixed glass in display windows
- 6 replacing lettering, alarm foil or other ornamental work on glass.

The most we will pay is £5,000 any one claim.

We will not cover

- a damage that is covered by the 'Buildings section' or 'Shop front cover' under the 'Buildings section' if selected
- b the **excess** shown in **your** schedule
- c damage to any building which is **empty**.

## Goods in transit cover

We will pay you for **damage** to **property insured** shown in **your** schedule belonging to you or held in trust and for which you are responsible while in transit by vehicles owned, hired or leased by you anywhere in or between the **policy territories** and Republic of Ireland including transit between any of these territories.

Cover applies from the time the **property insured** is lifted by you or your employee until they are placed in position at their destination (excluding their installation) including loading and unloading.

The most **we** will pay for any one vehicle is the amount shown in **your** schedule in total for any one loss.

## ✗ What is not covered applicable to Goods in transit cover

**We** will not cover

- 1 theft or attempted theft from any unattended vehicle unless
  - a the vehicle, trailer or semi-trailer is securely closed and locked at all points of access
  - b between the hours of 9pm and 6am
    - i the vehicle, trailer or semi-trailer is securely closed and locked at all points of access and is kept within a securely locked building or
    - ii in enclosed premises which are securely locked or have a watchman in constant attendance.

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

- 2 a the deterioration of goods carried in frozen, chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature
- b spillage, leakage, fermentation, taint, contamination, mechanical or electrical breakdown of any goods or merchandise unless directly due to fire or accident to the carrying vehicle or due to theft or attempted theft
- 3 damage due to natural deterioration
- 4 any consequential or indirect loss or damage due to delay
- 5 damage to **money**, precious stones, jewellery, bullion or loss or death of or injury to living creatures.

## Inflation protection cover

**We** will adjust the sums insured specified in **your** schedule at monthly intervals in line with suitable indices of cost. This adjustment will continue after any **damage** if the repairs or reinstatement are done without delay.

**We** will not charge any extra premium during the **period of insurance** but at the end of the period **we** will calculate the renewal premium based on the revised sums insured.

## Loss of metered water cover

**We** will pay **you** for the unit cost of metered water at the current rate per cubic metre consumed as a direct result of **damage** caused by an insured peril.

Provided that

- 1 the most **we** will pay for any one claim is £10,000
- 2 repairs are completed within 30 days of the **damage** being discovered.

The amount **we** pay will be based on the amount of water charges for the period of the occurrence 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** water consumption during the intervening period.

**We** will not cover damage to any building which is **empty**.

## Lottery equipment cover

**We** will pay **you** for **damage** by an insured peril to lottery equipment belonging to the lottery operator for which **you** are responsible provided that such equipment has been included in the sum insured for **contents**.

## Money cover

**We** will pay **you** for loss of **money** held in connection with the **business** for any one loss of

- 1 **non negotiable money** up to £500,000 any one loss

### 2 **negotiable money**

- a from **your premises** during business hours
- b in a bank night safe
- c from **your premises** whilst in a locked safe when closed for business
- d in transit within the **policy territories**

- e** from **your premises** whilst not in a locked safe when closed for business.

The most **we** will pay **you** for any one loss are the limits shown in **your** schedule

- f** whilst at the residence of any of **your** principals or authorised employees up to £1,000 for any one loss
- g** from gaming, amusement or vending machines up to £300 any one event.

### Conditions applicable to Money cover

#### 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.

#### Key security condition

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

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

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

### **X** What is not covered – applicable to Money cover

**We** will not cover losses

- 1** arising from fraud or dishonesty of **your** employees unless the loss is discovered within 30 working days of the date of the loss
- 2** due to clerical or accounting errors
- 3** from unattended motor vehicles
- 4** of **money** which is the property of the Post Office.

#### Personal accident – assault cover

**We** will pay the **insured person**, or in the case of death, their personal representatives, the sums shown in the table of benefits below if any **insured person** suffers bodily injury, as the result of robbery or hold-up or any attempted robbery or hold up in the course of the **business** which is then the direct cause of death or disablement.

#### Conditions applicable to personal accident assault

- 1** **You** must write to **us** as soon as possible when **you** need to make a claim but in any case within three 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** 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 at **our** expense.

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

#### Personal effects cover

**We** will also pay for **damage** to cash carrying devices or clothing and personal effects belonging to an **insured person** following an attempt by a person or persons to steal money up to a limit of £1,000 in respect of any one person.

**We** will not pay

- 1 the **insured person** for more than one benefit for the same bodily injury
- 2 where the **business** includes a sub Post Office.

**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**.

**Seasonal increase cover**

The sum insured in respect of stock is increased by 30% for a maximum of 90 days in total in each **period of insurance** to reflect seasonal trends in **your business**.

It will be **your** responsibility to demonstrate that at the time of the **damage** the increased sum insured is required because of a seasonal trend in **your business**.

**Signs cover**

**We** will pay **you** for **damage** to fixed signs at **your premises** up to £1,000 in any one **period of insurance**.

**Subrogation waiver cover**

In the event of a claim under this section **we** agree to waive any rights, remedies or relief 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**.

**Table of benefits**

**Personal accident – assault cover**

If bodily injury is the only and direct cause of:		
1	Death *	£25,000
2	Total loss or total and permanent loss of use of one or more limbs *	£10,000
3	Total and permanent loss of all sight in one or both eyes *	£10,000
4	Permanent total disablement from engaging in or carrying out the <b>insured person(s)</b> usual occupation *	£25,000
5	Temporary total disablement from engaging in or carrying out the <b>insured person(s)</b> usual occupation for a period up to 104 weeks	£100 per week payable monthly while the <b>insured person</b> is disabled

\* occurring within two years of the date of suffering the bodily injury

**Temporary removal cover**

**We** will pay **you** for **damage** resulting from one of the **defined perils 1 to 8**

- 1 to **property insured** by this section whilst temporarily removed to any premises not owned or occupied by **you** within the **policy territories** for cleaning, renovation or repair including whilst in transit to or from **your premises**

- 2 to deeds, documents and plans relating to any property while temporarily removed within the **policy territories**.

The most **we** will pay is 20% of the item sum insured shown in **your** schedule in any one **period of insurance**.

**Theft damage to buildings cover**

Where buildings are not insured under this **policy** **we** will pay **you** for **damage** to the

buildings at **your premises** shown in **your** schedule resulting directly from theft or attempted theft covered by this section, provided that **you** are legally responsible for the **damage**.

**We** will not cover damage to buildings which are **empty**.

The most **we** will pay is £25,000 in any one **period of insurance**.

### Theft of shop keys cover

**We** will pay **you** for the cost of changing the external door and safe locks with equivalent locks in the event of the keys to **your premises** or safe being stolen from **your premises** or from the private residence of an **insured person** authorised to hold such keys.

Keys to any safe must not be left at **your premises** when closed for business and left unattended, unless **you** or an employee lives at the **premises**.

The most **we** will pay is £2,500 in any one **period of insurance**.

### Value added tax (VAT) cover

**We** will pay **you** for VAT, paid by **you**, which is not subsequently recoverable.

Provided that

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

For the purpose of any 'Average condition', reinstatement costs will be exclusive of VAT. **Our** liability may exceed the sum insured for the **property insured** where such excess amount is solely in respect of VAT.

### Optional extensions of cover

#### 1 Deterioration of stock cover

**Your** schedule will show if this is covered.

**We** will pay **you** for **damage** to frozen or chilled stock in any freezer cabinet, deep freezer, cold room, cold store or chilled cabinet due to change in temperature resulting from any cause but **we** will not cover damage

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

2 caused by neglect or misuse.

The most **we** will pay is the limit shown in **your** schedule for any one loss.

**We** will not pay for 20% of any loss where the frozen food cabinet, deep freezer, cold room cold store or chilled cabinet is over ten years old.

#### 2 Theft of money by employees cover

**Your** schedule will show if this is covered.

**We** will pay **you** for direct loss of **money** belonging to **you** or for which **you** are responsible caused by an act of fraud or dishonesty by any employee committed in the course of their employment during the **period of insurance**.

**We** will not cover

- 1 the **excess** shown in **your** schedule
- 2 acts committed before this cover started
- 3 losses occurring during the **period of insurance** but not discovered within 14 days of the expiry of this cover
- 4 any monies which would have been payable by **you** to an employee but for the employee's dishonesty.

The most **we** will pay **you** is the amount shown in **your** schedule in any one **period of insurance**.

### ✗ What is not covered

#### Aircraft or aerial devices exclusion

**We** will not cover damage caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 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.

## 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**, provided that peril is covered by this section.

## Electrical plant or apparatus exclusion

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

mechanical or electrical breakdown or derangement, or arising from adjustment, maintenance or repair.

If the **damage** extends to other **property insured**, **we** will cover **you** for that **damage**.

## Excess exclusion

**We** will not cover the **excess** shown in **your** schedule. Where a claim is covered under the 'Buildings section', 'Contents section' and '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.

## Illegal activities exclusion

**We** will not cover damage caused by property being used, by **you** or any occupants, for illegal activities.

## More specific insurance exclusion

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

## Pollution or contamination exclusion

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

- 1 pollution or contamination which 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 people taking part in labour disturbances or malicious people.

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

In any action, law suit 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 damage caused by or consisting of

- 1 disappearance, unexplained or inventory shortage
- 2 misfiling or misplacing of information.

### War risks exclusion

We will not cover **you** for any claims caused by or happening through war, invasion, acts of foreign enemies, 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** or **your** insurance broker.

## 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.

Adjustment will be made for any increases in the sum insured resulting from the 'Inflation protection cover'.

## Construction of property condition

Unless otherwise stated the buildings shown in **your** schedule are of **standard construction**.

## Empty buildings condition

- 1 **You** must tell **us** immediately **you** become aware
  - a that any building or portions of buildings at **your premises** become **empty**
  - b of any **damage** to the **empty** buildings or portions of buildings at **your premises** whether the **damage** is insured or not.
- 2 If **we** agree to provide cover **you** must ensure that in respect of any **empty** building or portion of buildings that
  - a the buildings are inspected internally and externally at least once a week by **you** or on **your** behalf and **you** maintain a written record of the inspection
  - b all refuse and waste materials must be removed from the interior of the **premises** at least once a week
  - c **you** must secure the **premises** and put all protective, locking devices and any alarm protection into effective operation
  - d gas, water and electricity supplies (except electricity needed 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 buildings (or where they enter the flat or unoccupied part of the building)

e **you** must 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

h the final exit door of the buildings must be secured by an appropriate mortice deadlock which has five or more levers and conforms to British Standard BS 3621 or European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations.

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

## Explosion condition

**You** must ensure that any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control, which needs examination to comply with any statutory regulations are the subject of a contract providing the required inspection.

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.

## Fire extinguishing appliances condition

Fire extinguishing equipment must be

- 1 maintained in efficient working order
- 2 routinely tested and any defects promptly rectified.

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 insured** covered by this section is to be reinstated or replaced by **us**, then **you** should at **your** own expense provide all such plans, documents, books and information that may be needed. **We** will not be required to reinstate the **property** exactly but only as circumstances permit and in a reasonable manner. **We** will not pay more than the sum insured for any one item insured.

**Workmen's condition**

Joiners and other tradesmen are allowed in or onto the building to make repairs or minor structural alterations without prejudice to **your** insurance.

# Specified all risks section

## Contents of this section

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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 policy defined terms that can be found within the 'Meanings of defined terms' section at the start of **your policy**.

## 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

## Specified all risks section *continued*

- 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

Accidental 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.

### Phishing

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

### Property insured

The items shown in **your** schedule.

### 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, grey 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 pay **you** for **damage** to the **property insured** whilst anywhere within the **territory covered** during the **period of insurance**. We will pay the value of the **property insured** at the time of the **damage**, or for the amount of the **damage**, or at **our** option reinstate or replace the **property insured** or any part of it in accordance with the following Basis of claims settlement.

### Basis of claims settlement

- 1 Claims for the total loss or destruction of **property insured** will be settled on the basis of replacement of property similar to but no better or more extensive than the **property insured** when new.
- 2 Claims for partial **damage** to **property insured** will be settled on the basis of restoration to a condition no better or more extensive than the condition of the **property insured** when new.

No payment will be made beyond the amount which would have been payable under this section in the absence of this cover until the cost of reinstatement has actually been incurred.

### Limit of cover

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

### Extensions of cover

#### Inflation protection cover

We will adjust the sums insured specified in **your** schedule at monthly intervals in line with suitable indices of cost. This adjustment will continue after any **damage** if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the **period of insurance** but at the end of the period we will calculate the renewal premium based on the revised sums insured.

#### Subrogation waiver cover

In the event of a claim under this section **we** agree to waive any rights, remedies or relief 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**.

## ✗ What is not covered

#### Aircraft or aerial devices exclusion

We will not cover damage caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### Cleaning and restoration exclusion

We will not cover damage caused by or arising from any process of cleaning, dyeing or restoring.

#### Confiscation or detention exclusion

We will not cover loss or damage caused by 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 expenses 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.

### 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**, provided that peril is covered by this section.

### Electrical plant or apparatus exclusion

**We** will not cover damage to any electrical plant or apparatus caused by its own overrunning,

short circuiting, excessive pressure, self-heating, mechanical or electrical breakdown or derangement, or arising from adjustment, maintenance or repair.

If the **damage** extends to other **property insured**, **we** will cover **you** for that **damage**.

### Excess exclusion

**We** will not cover the **excess** shown in **your** schedule.

Where a claim is covered under the 'Buildings section', 'Contents section' and 'Specified all risks section' **you** will only be responsible for one of the **excess** amounts shown in **your** schedule and the highest **excess** 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.

### Illegal activities exclusion

**We** will not cover damage caused by property being used, by **you** or any occupants, for illegal activities.

### Miscellaneous damage exclusion

**We** will not cover damage to, caused by or consisting of mechanical or electrical breakdown, corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, **vermin** or insects.

But **we** will cover **you** for **damage** covered elsewhere in this **policy** which results from a **defined peril** covered elsewhere in this section.

### More specific insurance exclusion

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

### **Pollution or contamination exclusion**

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

- 1 pollution or contamination which results from a **defined peril** provided it 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 people taking part in labour disturbances or malicious people.

If any of the points above are found to be invalid or unenforceable, the remainder 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 theft or any attempted theft not involving entry to or exit from the **premises**, by forcible and violent means.

### **Theft from unattended vehicles exclusion**

**We** will not cover theft or attempted theft from an unattended motor vehicle unless the vehicle has all points of access securely closed and locked.

### **War risks exclusion**

**We** will not cover **you** for any claims caused by or happening through war, invasion, acts of foreign enemies, 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 exclusion

**We** will not cover 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.

But **we** will cover subsequent **damage** which results from a **defined peril** covered elsewhere in the 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**. 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**.

## 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.

Adjustment will be made for any increases in the sum insured resulting from the 'Inflation protection cover'.

## Reinstatement condition

If any **property insured** by this section is to be reinstated or replaced by **us**, then **you** should at **your** own expense provide all such plans, documents, books and information that may be required. **We** will not be required to reinstate the **property** exactly but only as circumstances permit and in a reasonable manner. **We** will not pay more than the sum insured for any one item insured.

# Business interruption section

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**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 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.
- 3 Adjustments will be made for trends of the **business** and for variations and other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the amount paid represents as closely as possible the results which would have been expected if the **damage** had not occurred.

## 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

## Business interruption section *continued*

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.

### 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 or destruction or damage caused by

- 1 an insured peril under the 'Buildings section' or 'Contents section'
- 2 damage to fixed glass or damage to the shop front where shown as covered in **your** schedule.

### 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.

### 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 'Book debts cover' item.**

### Indemnity period

The period during which the **business** is affected, starting on the date the **damage** occurred and ending not later than the number of months shown in **your** schedule.

### Outstanding debit balances

The total amount of money owed to **you** by **your customers** at the date of the **damage** after adjustments for

- 1 bad debts and for amounts debited (or invoiced but not debited) and credited
- 2 debit and credit amounts owed and not passed through **your** books during the period between the last record and the date of the **damage**.

### 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.

### Vermin

Rats, mice, grey 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

If any property used by **you** at **your** premises for the purpose of the **business** suffers **damage** during the **period of insurance**, and as a result **your business** is interrupted or interfered with then **we** will pay **you** for loss of profit by paying

- 1 an amount representing the difference between the sales less relative purchases during the **indemnity period** as compared to the difference between the sales less relative purchases during the equivalent period immediately before the **damage**

- 2 any reasonable additional expenses incurred in maintaining sales during the **indemnity period** but not more than the loss avoided under 1 above

less any amount saved during the **indemnity period** in respect of reduced expenses due to the **damage** or savings made due to salvage sold

Provided that

- 1 the property is insured and a payment has been made or liability accepted, under the

## Business interruption section continued

- 'Buildings section' or 'Contents section' of this **policy** or under any other insurance covering the buildings at **your premises**
- 2 such **damage** would not have been excluded by the 'Buildings section' or 'Contents section' of this **policy**
  - 3 the most **we** will pay under this section is the sum insured shown in **your** schedule adjusted in line with the Inflation protection condition plus professional accountants charges.

If the **damage** occurs in the first trading year the payment under 1 above will be based on the trading figures immediately prior to the loss.

**We** will not pay any claim under this section unless **you**

- 1 take all action which may be reasonably necessary to minimise or stop any interruption of or interference with the **business** to avoid or reduce the loss
- 2 provide **us** with a written statement at **your** own expense setting out the details of **your** claim, not later than 30 days after the expiry of the **indemnity period** (or within such further time as **we** may agree in writing).

### Limit of cover

The most **we** will pay **you** during any one **period of insurance** is the gross profit sum insured shown in **your** schedule.

### Extensions of cover

#### 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 1 mile 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 are 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 the most **we** will pay for any one claim and in any one **period of insurance** is either 25% of the annual sum insured shown in **your** schedule or £250,000 which is lower, irrespective of the number of incidents or 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.

#### Failure of selected 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.

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 profit upon which the gross profit sum insured shown in **your** schedule is based or £50,000 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 time 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 sums insured specified in **your** schedule at monthly intervals in line with suitable indices of cost. This adjustment will continue after any **damage** if the repairs or reinstatement are done without delay.

**We** will not charge any extra premium during the **period of insurance** but at the end of the period **we** will calculate the renewal premium based on the revised 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 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
- Ophthalmia 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 Organization 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 on which **your** sum insured 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.

### Professional accountants charges cover

We will pay **you** for reasonable charges payable by **you** to **your** professional accountants for producing any details contained in **your** business books or such other proofs, information or evidence as **we** may require under the terms of the Claims notification and Claims procedure conditions and reporting that those details are in accordance with **your** business books or documents.

### Suppliers cover

We will pay **you** for any interruption of or interference with the **business** caused by a **defined peril** provided that peril is covered under the 'Contents section' following **damage** at the **premises** of any of **your** suppliers within the **policy territories**, 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.

The most **we** will pay is either 5% of the annual gross profit sum insured shown in **your** schedule or £100,000, whichever is lower.

### Optional extensions of cover

#### Book debts cover

**Your** schedule will show if this is covered.

If **your** accounts books or other **business** books or records used for the purpose of the **business** suffer **damage** whilst at **your premises** or whilst temporarily removed during the **period of insurance**, which results in **your** inability to trace or establish the **outstanding debit balances** we will pay **you**

- 1 an amount representing the difference between the **outstanding debit balances** at the date of the **damage** and the total amount

received in payment of them during the 12 months after the **damage**

- 2 any reasonable additional expenses incurred in tracing and establishing **outstanding debit balances** but not more than the loss avoided under 1

Provided that

- 1 **we** have made a payment or accepted liability under the 'Buildings section' or 'Contents section' of **your policy**
- 2 if the sum insured shown in **your** schedule at the time of the **damage** is less than the **outstanding debit balances** the amount payable will be proportionately reduced
- 3 **you** keep a record of the total amount of **outstanding debit balances** at least once a week and keep a copy in a locked, fire-resistant safe or cabinet at **your premises** or away from **your premises**.

We will not cover any losses under this optional cover resulting from

- 1 misplacing or misfiling of information
- 2 the deliberate act of the public supply company in restricting or withholding **your** electricity supply
- 3 deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

#### Limit of cover

The most **we** will pay **you** for **outstanding debit balances** during any one **period of insurance** is the sum insured shown in **your** schedule.

### ✗ 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.

**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**, provided that peril is covered by this section.

**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 people

- 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 'Buildings section' or 'Contents section' of this **policy**.

**Fraud and dishonesty exclusion**

**We** will not cover **you** for business interruption arising directly or indirectly from any 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**
- 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 to the business caused by fire or explosion) strikers, locked out workers or people taking part in labour disturbances or malicious people.

If any of the points above are found to be invalid or unenforceable, the remainder 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 **you** for any claims caused by or happening through war, invasion, act of foreign enemies, 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**.

### Alternative trading condition

If during the **indemnity period** goods are sold or services provided elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such sales or services will be included in arriving at the reduction of sales during the **indemnity period**.

### Average condition

If the gross profit sum insured shown in **your** schedule is less than 85% of the actual **gross income** in the 12 months (or a proportionately increased multiple of this when the **indemnity period** exceeds 12 months) before the **damage** then the amount payable will be proportionately reduced.

Adjustment will be made for any increases in the sum insured resulting from the 'Inflation protection cover'.

### Cessation or discontinuation of trading condition

If after the start of the **period of insurance** the **business** is wound up or carried on by a liquidator or receiver or permanently

## **Business interruption section *continued***

discontinued **we** will not cover **you** from the date of such change or alteration.

### **Claims procedure condition**

**We** will not pay any claim under this section unless **you** provide **us** with a written statement at **your** own expense setting out the details of **your** claim, not later than 30 days after the expiry of the **indemnity period** (or within such further time as **we** may agree in writing).

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

### **Payments on account condition**

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

### **Reasonable precautions condition**

**We** will not pay any claim under this section unless **you** take all action which may be reasonably necessary to minimise or stop any interruption of or interference with the **business** to avoid or reduce the loss.

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

# Loss of licence section

## Contents of this section

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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 policy defined terms that can be found within the 'Meanings of defined terms' section at the start of **your policy**.

## Notes

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.

## 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 caused by

- 1 an insured peril under the 'Buildings section' or 'Contents section'
- 2 damage to fixed glass or damage to the shop front where shown as covered in **your schedule**.

## 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**.

## 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 beginning with the **loss of licence** and ending no later than 12 months after the loss during which the results of the **business** are affected as a result of the **loss of licence**.

Provided that if the **premises** are disposed of within the 12 months after the **loss of licence** the **indemnity period** will end either

- 1 upon disposal or
  - 2 12 months from the **loss of licence**
- whichever is the earlier.

## Loss of licence

Forfeiture, suspension or withdrawal of the licence for the sale of excisable liquor.

## 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

Following **loss of licence** which has been granted in respect of the **premises** from causes beyond your control **we** will pay **you**

#### 1 a The loss of profit

being the amount representing the amount by which the sales less relative purchases during the **indemnity period** fall short of the sales less relative purchases during the equivalent period immediately before the **loss of licence**

**b** any reasonable additional expenses incurred in maintaining sales during the **indemnity period** but not more than the amount of loss avoided under **1a** by this additional expense

less any amount saved during the **indemnity period** in respect of reduced expenses due to the event.

In adjusting the amount paid all variations or special circumstances affecting the **business** will be taken into account so that the amount paid represents as closely as possible the results which would have been expected if the **loss of licence** had not occurred.

If the event occurs in the first trading year the payment under **1a** and **b** will be based on the trading figures immediately before the **loss of licence**

- 2 the reduction in value of the **premises** if **you** are unable to obtain a licence for a period of 12 months from the date of **loss of licence** and **you** sell the **premises**
- 3 all costs and expenses incurred by **you** with **our** written consent
- 4 professional accountants charges reasonably incurred by **you** to produce details, proofs, information or evidence as **we** may require.

### Limit of cover

The most **we** will pay for **loss of licence** is the sum insured shown in **your** schedule.

### ✗ What is not covered

#### Business closure exclusion

**We** will not cover any losses where the **premises** are closed for any period not required by law.

#### Change in town planning or law exclusion

**We** will not cover any losses where prior or subsequent to the **loss of licence** the **premises** are required for any public purpose or if **loss of licence** arises under or results directly or indirectly from

- 1 any scheme of town or country planning improvement
- 2 redevelopment or surrender reduction

- 3 any alteration of the law affecting the grant, surrender, refusal to renew or forfeiture of licences.

### 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 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.

### 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.

### Failure to comply with licensing rules exclusion

We will not cover any losses where any direction or requirement of the licensing or other authority is not complied with.

### Fraud and dishonesty exclusion

We will not cover you for any loss, damage, cost or expense arising directly or indirectly from any acts of fraud or dishonesty by you, your employees, or any partner, director or member of your family.

### Lack of maintenance exclusion

We will not cover any losses where the **premises** are not maintained in a good state of sanitary condition or repair.

### Neglect or omission exclusion

We will not cover any losses where the **loss of licence** occurs wholly or partly by or through your misconduct, procurement, connivance, neglect or omission or by any omission by you to take any step necessary to keep the licence in force.

### Other compensation exclusion

We will not cover any losses where you are entitled to obtain payment of compensation under any legislation or bye-law in respect of refusal to renew the licence.

### Pollution or contamination exclusion

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

- 1 pollution or contamination which 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 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 to the business caused by fire or explosion) strikers, locked out workers or people taking part in labour disturbances or malicious people.

If any of the points above are found to be invalid or unenforceable, the remainder 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.

#### Unauthorised alteration exclusion

We will not cover any losses where alterations to the **premises** requiring the consent of the licensing or other authority are made without that consent.

The above exclusions other than the Change in town planning or law exclusion will not apply and we will cover **you** if **you** or any claimant under this section provides evidence that the matter was completely beyond **your** or their control.

#### War risk exclusion

We will not cover **you** for any claims caused by or happening through war, invasion, acts of foreign enemies, 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**.

#### Alternative trading condition

If during the **indemnity period** goods are sold or services rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such sales or services will be brought into account in arriving at the reduction in sales during the **indemnity period**.

### Change in circumstances condition

You must on becoming aware of any

- 1 complaint against the **premises** or its management or representation by an interested party making an application for a review of the **premises** licence
  - 2 proceedings against or conviction of
    - a the designated premises supervisor
    - b any personal licence holder who has authorised the sale of alcohol by members of **your** staff
    - c any members of the management, manager, tenant or occupier of the **premises** for any breach of the licensing law
    - d any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to his honesty, moral standing or sobriety.
  - 3 change in the tenancy or management of the **premises**
  - 4 transfer or proposed transfer of the licence
  - 5 alteration in the purpose for which the **premises** are used
  - 6 objection to renewal or other circumstances which may endanger the licence or its renewal
- give **us** written notice as soon as possible and supply any additional information that **we** reasonably require.

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

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

### Forfeiture or refusal to renew condition

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

- 1 give **us** notice in writing as soon as possible after receiving knowledge of such event, stating the grounds for the **loss of licence**
- 2 give **us** any assistance that **we** may require for the purpose of an appeal against the **loss of licence** and allow **us** and **our** solicitors full discretion in the conduct of those proceedings
- 3 apply if practical and if required by **us** for the grant of a new licence for the same or alternative **premises** to enable **you** to continue the **business** in a similar or alternative form
- 4
  - a provide a statement of any loss together with any documents, statements and accounts that **we** may reasonably require to verify the loss
  - b if **we** require, make a statutory declaration as to the truth, accuracy and comprehensiveness of **your** statements
  - c give **us** free access to the **premises** and **your** books and accounts as may be necessary for ascertaining the value of the property and the goodwill of the **business**.

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

### Transfer of licence condition

In the event of

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

# Public and products liability section

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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' section 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, smartphone, 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 seconded 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.

## 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 in the course of the **business** including containers, packaging, labelling, instructions or advice in connection with products.

## 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**.

## 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'.
- 3 Worldwide but only in respect of
  - a part 3 and part a of 'Personal liability cover'
  - b '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
  - a release or escape of **pollutants**
  - b **products**.
- 3 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**.
- 4 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**.
- 5 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.
- 6 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**.
- 7 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**.
- 8 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.

- 9 **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'.
- 10 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.
- 11 **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 childcare 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.

#### Collection and delivery cover

The 'Manual work away exclusion' will not apply to this cover.

The cover provided by this section applies to the collection or delivery of goods in connection with the **business**.

#### 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.

**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 non manual work temporarily undertaken by **you** or on **your** behalf worldwide 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

**1** **you** owning, possessing or using any

**a** aircraft (including unmanned aerial vehicles such as model aircraft, helicopters and drones)

**b** watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon)

**2** any work in, or on watercraft.

### Airside exclusion

**We** will not cover claims caused by or arising from any work 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.

### 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.

### 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**.

### 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 exclusion

**We** will not cover claims for loss of or damage to **products** sold or supplied by **you** caused by or arising from a defect in or the unsuitability of those **products**.

### 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**.

### **Manual work away exclusion**

**We** will not cover claims caused by or arising from manual work away from the **premises**.

### **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 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 work **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

- 1 advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, testing or supervision undertaken or given for a fee
- 2 physical, mental or cosmetic treatment of any person (other than first aid treatment)

- 3 the dispensing of prescriptions, drugs, medicines, spectacles or contact lenses or any advice given in connection with prescriptions.

### **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 or refunds exclusion**

**We** will not cover loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund for goods or materials supplied or used.

### **Rectification of defects exclusion**

**We** will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove **products**, 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.

### **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.

### 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.

### 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

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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' section 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**.

### Territorial limits

- 1 The **policy territories**
- 2 The European Union but only in respect of part 7 of 'Additional business activities cover'

- 3 Worldwide but only in respect of
  - a part 3 and part a of 'Personal liability cover'
  - b 'Work overseas cover'.

### 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** within the **territorial limits**.

### Limit of indemnity

- 1 The employers' liability 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 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 childcare 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 fund raising 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.

#### Collection and delivery cover

The 'Manual work away exclusion' will not apply to this cover.

The cover provided by this section applies to the collection or delivery of goods in connection with the **business**.

#### 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.

**Injury to working partners cover**

If **you** are a working partner the cover will apply as though **you** were an **employed person** as long as

- 1 **bodily injury** is sustained while **you** are working in connection with the **business**
- 2 **bodily injury** is caused by another partner or **employed person** while working in connection with the **business**
- 3 **you** have a valid right of action for negligence against the other partner or **employed person**.

**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**.

#### **Work overseas cover**

**We** will cover **you** for bodily injury to **employed persons** ordinarily resident in the **policy territories** whilst temporarily undertaking non manual work for **you** or on **your** behalf worldwide.

## ✗ What is not covered

### Manual work away exclusion

**We** will not cover claims caused by or arising from manual work away from the **premises**.

### 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.

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**).

### 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

This condition of cover applies only to this section. **You** must comply with the following condition 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.

### 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

# Terrorism section

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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' 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**.

## 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

Accidental 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.

### 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.

### Terrorism

For risks located in England, Wales and Scotland:

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 and Isle of Man:

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** caused by **terrorism**.

- 1 Buildings
- 2 Contents
- 3 Specified all risks
- 4 Business interruption

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

#### 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 used 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 used 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, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### Applicable to risks in the Channel Islands and Isle of Man only

#### 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**.

#### **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 **you** for any claims caused by or happening through war, invasion, acts of foreign enemies, 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.

#### **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.

# Legal expenses section

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**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](http://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](http://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 **your** 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

**We** will not cover the **excess** shown in **your** schedule for any one claim.

### 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.

## Legal expenses section *continued*

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

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

If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

## How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with.

If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim. If **your** complaint relates to anything else, please contact **your** insurance broker. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively **you** can write to **us** at

### AXA Insurance complaints:



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



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 recorded and monitored.

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

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

## 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



Telephone: **0800 023 4567\*** or  
**0300 123 9123\*\***



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

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

## Legal and tax advice and 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 5YD



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 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, emergency helpline and Legal expenses 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

AXA Insurance UK plc and Arc Legal Assistance 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](http://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 Monday to Friday 9am to 5pm, excluding bank holidays)

Please note: if **you** have any issues with the tradesperson, **you** will need to refer **your** complaint directly to the tradesperson.

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