

Office Insurance Policy



QBE

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1 Our agreement in general

1.1 Parties to this agreement

This **policy** is between **you** and **us** as declared in the schedule. This document, together with its schedule and any attached endorsements is the **policy** which sets out this insurance. It is a legal contract so please read all of it carefully.

1.2 Words in bold

Words in bold typeface used in this **policy** document, other than in the headings, have specific meanings attached to them as set out in the General definitions and interpretation.

1.3 Policy structure

- 1.3.1 Each **insured section** sets out the scope of the main coverage and the circumstances in which **our** liability to **you** is limited or may be excluded. Further, each **insured section** sets out other terms and conditions relevant to that **insured section**. The cover provided by each **insured section** is only operative if stated as '**insured**' in the schedule. Where any schedule heading or sub-heading states 'n/a', 'not applicable' or 'not **insured**' then no cover applies for that item.
- 1.3.2 Additional clauses set out terms, exclusions or limitations that may apply to more than one **insured section**.
- 1.3.3 The following general terms apply to all **insured sections**, clauses and endorsements:
 - a) Duties in event of a claim or potential claim which are set out in **Section 15**;
 - b) General terms and conditions which are set out in **Section 16**;
 - c) General definitions and interpretation which are set out in **Section 17**; and
 - d) **Your** right to make a complaint which is set out in **Section 18**.

1.4 Policy period and premium

- 1.4.1 The **policy** will provide insurance as described herein for the **period of insurance** provided the premium(s) and other charges are paid to and accepted by **us** on or before the payment date shown in the schedule. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.
- 1.4.2 The premium is deemed paid and accepted on receipt by **us** or the broker appointed to place this insurance with **us**.
- 1.4.3 If any premium (including a premium instalment) is not paid and accepted by **us** on or before its payment date shown in the schedule **we** can give written notice to **you** at the address shown on the schedule, cancelling the **policy** with effect from the seventh (7th) day after the notice has been served. Cancellation will be prevented from taking effect and the **policy** will continue if the late premium instalment and any other remaining premium instalments are paid and accepted before the cancellation takes effect. Without prejudice to other forms of service, notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

1.5 Cancellation

This **policy** may be cancelled by **you** or **us**

1.5.1 Our rights

The **policy** may be cancelled by **us** at any time any time give twenty one (21) days written notice of cancellation by recorded delivery to **your** last known address. **We** will set out the reason for cancellation in **our** letter.

You shall be entitled to the return premium of a proportionate part of the premium in respect of the unexpired term of this **policy** provided that there have been:

- a) no claims made under the **policy** for which **we** have made a payment;
 - b) no claims made under the **policy** which are still under consideration
 - c) no incident likely to give rise to a claim but is yet to be reported to **us**;
- during the current **period of insurance**.

This termination will be without prejudice to **your** or **our** rights or claims incurred prior to the expiration of such notice. If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance** no refund for the unexpired portion of the premium will be given.

1.5.2 **Your rights- including 'cooling off' period**

You may cancel this **policy** by giving written notice to **your** broker or to **us** quoting **your policy** number:

- a) within fourteen (14) days from the inception day of the **policy**. **You** have the right to cancel the **policy** free of charge and to receive full refund of premium under this **policy**;
 - b) after fourteen (14) days from the inception day of the **policy**. **We** may refund any unearned premium calculated pro-rata to the annual premium;
- provided that there have been:

- i) no claims made under the **policy** for which we have made a payment;
- ii) no claims made under the **policy** which are still under consideration;
- iii) no incident likely to give rise to a claim but is yet to be reported to **us**;

during the current **period of insurance**.

If **you** cancel this **policy** after fourteen (14) days from the inception day of the **policy**, there will be an additional charge of forty pounds (£40) to cover the administrative cost of providing the insurance.

This termination will be without prejudice to **your** or **our** rights or claims incurred prior to the expiration of such notice. If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance** no refund for the unexpired portion of the premium will be given.

1.6 **Security of premises**

The **policy** contains a minimum security protections condition. Please refer to General condition 'Minimum standards of security' for full details. It is important that **you** do not alter door or window or other security devices unless allowed for within this condition.

1.7 **Privacy Notice**

Any personal **data** provided to the **insurer** will be processed in compliance with all applicable laws and regulations and in accordance with the privacy notice which can be found at:

<https://qbееurope.com/privacy-policy/>

Alternatively the **insured** may contact the **insurer's** Data Protection Officer to request a copy of the full privacy notice by email: dpo@uk.qbe.com or by writing to the: Data Protection Officer, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD

1.8 **Claims procedure**

In the event of an incident resulting in a claim or one that may result in a claim, please read the claims procedure set out in clause 15.

For claims under all **sections** except **section J** please either:

- 1.8.1 contact **your** insurance broker; or
 - 1.8.2 contact **us** by post to QBE Claims, Acclaim House, Central Park, New Lane, Leeds, LS11 5UF; and/or
 - 1.8.3 telephone **us** on **0844 7369640**; or
 - 1.8.4 email details to SMEnewclaims@uk.qbe.com
- For **claims** under **section J** please contact **DAS** on **0117 9271924** or as set out in clause 2 and 15.3.
- We** will be able to deal with **your claim** more effectively and speedily if **you** provide **your policy** number on first contact.

2 Helplines

These services are provided by **DAS** Law Limited and are provided in conjunction with the Legal expenses **section**. **DAS** Law Limited's head and registered office is **DAS** Law Limited, North Quay, Temple Back, Bristol, BS1 6FL. Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. **DAS** Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of **DAS** Legal Expenses Insurance Company Limited.

Lines are available 24 hours a day, seven days a week during the **period of insurance**. However, **DAS** may need to arrange to call **you** back depending on the enquiry. To help **DAS** check and improve their service standards, **DAS** record all inbound and outbound calls, except those to the counselling service.

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not telephone to report a general insurance claim.

- 2.1.1 **Legal advice service** Call 0844 893 0859
DAS will give **you** confidential legal advice over the telephone on any commercial legal problem affecting the **business**, under the laws of the **United Kingdom** of Great Britain and Northern Ireland, the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.
Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.
- 2.1.2 **Tax advice service** Call 0844 893 0859
DAS will give **you** confidential advice over the telephone on any tax matters affecting the **business**, under the laws of the **United Kingdom**.
Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.
- 2.1.3 **Counselling service** Call 0844 893 9012
DAS will provide **your employees** (including any members of their immediate family who permanently live with them) with a confidential counselling service over the telephone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **DAS**.
The counselling service helpline is open 24 hours a day, seven days a week.
- 2.1.4 **Employment manual**
The **DAS** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit their website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the **sections** of this web-based document can be printed off for **your** own use. Contact **DAS** at employmentmanual@das.co.uk with **your** email address, quoting **your policy** number and they will contact **you** by email to inform **you** of future updates to the information.
- 2.1.5 **DASbusinesslaw**
Using www.dasbusinesslaw.co.uk **you** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using **DAS'** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.
The service also provides useful tools, articles and information on matters such as new legislation, employment issues, **property** law and taxation all regularly updated by legal experts to help **you** keep **your business** one step ahead.
To access **DASbusinesslaw**, **you** will need to visit www.dasbusinesslaw.co.uk and register using the voucher code **DAS472301** and Policy Number **TS5/6695190**. When prompted to input **your** company name, please insert the prefix **QBE** followed by the name

of **your business**. If **you** experience any problems accessing the service, please email the problem to businesslaw@das.co.uk, quoting **your policy** number.

3 Section A - Contents

3.1 Property insured

Item 1 Office contents

Contents within the **premises** all belonging to **you** or for which **you** are responsible including:

- a) landlords fixtures and fittings tenants improvements and interior decorations insofar as they are not otherwise **insured**;
- b) plans, deeds, briefs, manuscripts, books, documents and office records limit any one item £2,500;
- c) computer discs and tapes limit any one item £2,500;
- d) personal effects limit any one person £1,000;
- e) wines, spirits, cigarettes and tobacco held for entertainment purposes up to a limit of £2,500 any one incident;
- f) works of art, rare books, sculptures, curios and collections for an amount not exceeding £5,000 any one incident;

excluding vehicles licensed for road use (and their accessories) and **property** described by Items 2, 3, 4 and 5 of this **section**.

Item 2 Computers and ancillary equipment

Computers and ancillary equipment used for electronic processing communication and storage of **data** including:

- a) fixed discs interconnecting wiring and telecommunications systems;
- b) temperature and environmental control equipment power supply voltage regulating and other protective equipment used exclusively in connection with the **computer equipment**.

All current and back up computer records (excluding fixed discs and paper records of any description) incorporating stored programs and/or information stored being **your property** or leased hired or rented to **you** on the **premises**.

Item 3 Stock and trade samples

Stock and trade samples within the **premises** all belonging to **you** or for which **you** are responsible.

Item 4 Refrigerated drugs and medicines

Refrigerated drugs and medicines within the **premises** all belonging to **you** or for which **you** are responsible.

Item 5 Refrigerated contents excluding drugs and medicines

Refrigerated contents other than that described by Item 4 within the **premises** all belonging to **you** or for which **you** are responsible pertaining to the **business** and contained within the buildings at the **premises** excluding any **property** otherwise **insured money**, merchandise, gold and silver articles, plate jewellery and furs.

3.2 Coverage - Insured perils

We will indemnify **you** against **damage** to the **property insured** specified in the schedule caused by the under noted perils:

- 3.2.1 Fire (including subterranean fire) explosion lightning or earthquake;
- 3.2.2 Storm or flood excluding:
 - a) **damage** caused by frost, subsidence, ground heave or landslip;

- b) **damage** attributable solely to change in water table level;
 - c) **damage** to moveable **property** in the open;
 - d) the amount of the excess stated in the schedule in respect of each and every loss as ascertained after the application of any condition of average.
- 3.2.3 Escape of water from any tank apparatus or pipe excluding:
 - a) **damage** to the contents of any building which is **empty** or not in use;
 - b) the amount of the excess stated in the schedule in respect of each and every loss as ascertained after the application of any condition of average.
- 3.2.4 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding:
 - a) **damage** arising from cessation of work;
 - b) as regards **damage** (other than fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation:
 - i) **damage** by theft;
 - ii) **damage** in respect of the contents of any building which is **empty** or not in use;
 - iii) the amount of the excess stated in the schedule in respect of each and every loss as ascertained after the application of any condition of average.
- 3.2.5 Impact with the building by aircraft or other aerial devices or articles dropped from them or by any vehicle, train, animal, falling branch, aerial or mast or satellite dish.
- 3.2.6 Theft or any attempt thereat (including **damage** to the building for which **you** are responsible where the buildings are not insured by **Section C**) but excluding :
 - a) Any theft or any attempt thereat when the **premises** are closed for **business** unless involving forcible and violent entry to or exit from the building ;:
 - b) Theft or any attempt thereat of, or any **damage** committed by thieves to the contents, of any building which is **empty** or not in use;
 - c) by any of **your** employee(s) whether acting alone or in collusion with others;
 - d) the amount of the excess stated in the schedule in respect of each and every loss as ascertained after the application of any condition of average.
- 3.2.7 Theft by violence or threat of violence to the **insured**, **your** family or **employees** excluding the amount of the excess stated in the schedule in respect of each and every loss as ascertained after the application of any condition of average.
- 3.2.8 Leakage of oil from any fixed heating installation.
- 3.2.9 Any other accidental **damage** occurring in the building excluding:
 - a) the amount of the excess stated in the schedule in respect of each and every loss as ascertained after the application of any condition of average;
 - b) **damage** caused by or resulting from:
 - i) wear tear the action of light or atmosphere, moths, vermin, insects;
 - ii) any process of cleaning, dyeing, restoring, adjusting or repairing;
 - iii) corrosion, dampness, dryness, wet or dry rot marring, scratching, bruising or deterioration;
 - c) **damage** to any machine or apparatus arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair;
 - d) **damage** specifically excluded in **insured perils** 3.2.1 - 3.2.8 and 3.2.10;
 - e) **damage** specifically excluded in the clause 14 General Exceptions;
 - f) normal maintenance or repair;
 - g) erasure or distortion of information on **computer systems** or other records;
 - h) **damage** to any computer or other equipment or component or system or item which processes stores transmits or retrieves **data** or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and

whether **your property** or not or where such **damage** is caused by programming or operator error, **virus or similar mechanism** or **hacking**;

- i) any disappearance or shortage revealed only at the time of stock taking or the making of any inventory or due to error or omission;
- j) **damage** by confiscation or detention by Customs or other officials or authorities;
- k) **damage** following dishonesty or fraudulent action by **your employees** or any person lawfully in the building;
- l) **damage** caused by or resulting from theft or any attempt thereat;
- m) **damage** caused by or resulting from subsidence, ground heave or landslip.

3.2.10 Subsidence or ground heave of any part of the site on which the **premises** stands or landslip excluding:

- a) the amount of the excess stated in the schedule in respect of each and every loss as ascertained after the application of any condition of average;
- b) **damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a building **insured** hereby;
- c) **damage** caused by or consisting of:
 - i) the normal settlement of bedding down of new structures;
 - ii) the settlement or movement of made-up ground;
 - iii) coastal or river erosion;
 - iv) defective design or workmanship or the use of defective materials;
 - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
- d) **damage** which originated prior to the inception of this cover;
- e) **damage** resulting from:
 - i) demolition construction structural alteration or repair of any **property** or;
 - ii) groundworks or excavation at the **premises**.

Insofar as this insurance relates to **damage** caused by subsidence ground heave or landslip:

- a) **you** shall notify **us** immediately when **you** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;
- b) **we** shall then have the right to vary the terms or cancel the cover by this clause.

3.3 Contents – Cover extensions

3.3.1 Deterioration of stock

This cover extension does not apply or operate unless **your** schedule states that this clause is 'included'.

In the event of refrigerated contents while contained within refrigerating units suffering deterioration or putrefaction due to or arising from **change of temperature** or contamination caused by accidental leakage of refrigerant or refrigerant fumes from the unit then **we** will pay to **you** the value of the refrigerated contents at the time of its deterioration, putrefaction or contamination providing that:

- a) the refrigerated contents are **your property** or held in trust for which **you** are responsible;
- b) the deterioration, putrefaction or contamination occurs during the **period of insurance**;
- c) in respect of each occurrence of deterioration, putrefaction or contamination **our** liability under this clause will not exceed the sum specified against Item 4 Frozen and refrigerated contents in the schedule.

3.3.2 Exhibitions

We will indemnify **you** for **damage** (caused by any of the insured perils 3.2.1-3.2.9) to contents up to an amount of £10,000 whilst at any exhibition within the European Union.

3.3.3 Fidelity guarantee

This cover extension does not apply or operate unless **your** schedule states that this clause is 'included'.

- a) **We** will indemnify **you** for loss of **your money** or goods or **money** or goods for which **you** are legally responsible caused by any act of theft committed during the **period of insurance** by an **employee** normally resident within the **United Kingdom** and discovered not later than six (6) months after the termination of:
 - i) this insurance;
 - ii) the insurance in respect of an **employee** specified by name or position;
 - iii) the employment of any **employee**;

whichever occurs first.

- b) **We** will indemnify **you** for auditors fees incurred with **our** written consent solely to substantiate the amount of the claim.
- c) **We** will indemnify **you** for the reasonable cost of re-writing or amending the software programmes or systems where such re-writing or amending is necessary to correct the programmes or amend the security codes following the fraudulent use of computer hardware or software programmes or **computer systems** the subject of a claim for which liability is admitted under the **policy**.
- d) If this insurance immediately supersedes a fidelity insurance effected by **you** (the 'superseded Insurance') **we** will indemnify **you** in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the superseded insurance if the loss is not recoverable thereunder solely because the period allowed for discovery has expired provided that:
 - i) such insurance had been continuously in force from the time of the loss until inception of this insurance;
 - ii) the loss would have been **insured** by this insurance had it been in force at the time of the loss;
 - iii) **our** liability shall not exceed whichever is the lesser of the:
 - I) amount recoverable under the insurance in force at the time of the loss
 - II) limit of indemnity under this insurance.
- e) **Our** total liability in respect of any one claim continuing through both the term of the superseded insurance and the continuation of this insurance shall not exceed the limit of indemnity applicable under this insurance.
- f) **Our** liability under this extension will not exceed the limit of indemnity of £2,500.
- g) **We** shall not be liable under this clause for:
 - i) loss of interest or consequential loss of any kind;
 - ii) the first £250 in respect of each and every claim;
 - iii) further acts of theft by an **employee** immediately following **your** discovery of any act of theft by such an **employee**.
- h) It is further agreed that:
 - i) any **money** of the **employee** in **your** hands upon discovery of any loss and any **money** which but for the **employee's** theft would have been due from **you** to the **employee** shall be deducted from the amount of the loss before a claim is made under this insurance;
 - ii) any further monies which are recovered less any costs incurred in recovery shall accrue:
 - I) in the event that **your** claim has exceeded the limit of indemnity firstly to **your** benefit to reduce or extinguish the amount of **your** loss (but not the excess);
 - II) to **our** benefit to the extent of the claim paid or payable;
 - III) to **your** benefit where the excess had been deducted from the claim.

3.3.4 Glass breakage

This cover extension does not apply or operate unless **your** schedule states that this clause is 'included'.

You will be indemnified against paying for or making good the breakage or scratching of **glass** (as defined below and not otherwise **insured**) in the **premises** and **your** private dwelling portion of the **premises** and in addition the cost of:

- a) temporary boarding-up following breakage;
- b) repair of **damage** to window frames as a result of such breakage or the cost of removal or replacement of fixtures and fittings in the course of replacement of **glass** up to a maximum amount of £2,500 for any one loss;
- c) lettering or other ornamental work and alarm foil on **glass** up to a maximum amount of £2,500 for any one loss.

3.3.5 Goods in transit

This cover extension does not apply or operate unless **your** schedule states that this clause is 'included'.

You will be indemnified against **damage** to merchandise and goods and tools incidental to **your business** or **your property** or held in trust and for which **you** are responsible while being carried by any vehicle(s) owned hired or leased by **you** anywhere in the **United Kingdom**. The cover applies from the time the merchandise and goods are lifted by **your employees** until they are placed in position by them at their destination (excluding their installation) including loading and unloading provided that:

- a) **our** liability in respect of any one vehicle trailer or semi-trailer or any one loss or series of losses arising out of one event shall not exceed £2,500;
- b) the insurance by this clause excludes and does not cover:
 - i) the deterioration of goods conveyed in frozen, chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or **accident** to the conveying vehicle or to theft or attempted theft;
 - ii) **damage** due to natural deterioration;
 - iii) any consequential or indirect **damage** due to delay;
 - iv) **damage** to bills of exchange, promissory notes, **money** securities for **money stamps**, precious stones, jewellery, bullion or loss or death of or **injury** to living creatures.
- c) it is a condition precedent to **our** liability under this clause 3.3.5 that:
 - i) as regards overnight garaging and in event of **damage** caused by or arising from theft and the vehicle, trailer or semi-trailer is left unattended between the hours of 21.00 and 06.00 such vehicle, trailer or semi-trailer must be securely locked at all points of access and garaged in enclosed **premises** which are securely locked or have a watchman in constant attendance; and
 - ii) as regards other times of each day and in event of **damage** caused by or arising from theft or pilferage or any attempt thereat involving any vehicle, trailer or semi-trailer which is left unattended or which is laid up temporarily stored in any garage or similar **premises** unless such vehicle or trailer or semi-trailer has all points of access securely locked.

3.3.6 Landscaped gardens

The cost of restoring any **damage** done to landscaped gardens for which **you** are responsible by the emergency services in attending the **premises** as a result of any of the **insured** perils 3.2.1-3.2.9 up to a maximum of £10,000 in any one **period of insurance**.

3.3.7 Lock replacement

In the event of the keys of the **premises** being stolen from the **premises** or from the private residence of any director partner or **employee** authorised to hold such keys **we** will pay to

you an amount not exceeding £5,000 in any one **period of insurance** for the replacement of equivalent locks at the **premises**.

Unless **you** or an **employee** lives on the **premises**, keys to any safe or strongroom must not be left at the **premises** when closed for **business**.

3.3.8 **Loss of metered water**

The unit cost of metered water at the current rate per cubic metre consumed as a direct result of **damage** (caused by any of the **insured** perils 3.2.1-3.2.9) up to an amount of £10,000 in respect of any one claim.

3.3.9 **Money**

This cover extension does not apply or operate unless **your** schedule states that this clause is 'included'.

You will be indemnified against loss from any cause of **negotiable money** held in connection with the **business**:

- a) whilst in transit within the **United Kingdom** or in a bank night safe up to the amount stated in the schedule in respect of any one loss;
- b) whilst at the private residence of any principal or **your** authorised **employee** up to the amount stated in the schedule in respect of any one loss;
- c) from the **premises** during **business hours** up to the amount stated in the schedule in respect of any one loss;
- d) when the **premises** are closed to **business** and the **negotiable money** is not contained in a locked safe, **our** liability is limited to the amount stated in the schedule in respect of any one loss;
- e) when the **premises** are closed to **business** and the **negotiable money** is contained in a locked safe, **our** liability is limited to the amount stated in the schedule in respect of any one loss.

It is a condition precedent to **our** liability under this clause that

- a) All keys and/or combination codes to safes are not left on the **premises** unless the **premises** are still attended by **you** or **your** authorised **employee** in which case such keys and/or combination codes shall be deposited in a secure place not in the vicinity of any safe.
- b) whenever **money** in transit exceeds £3,000 at any one time:
 - i) the **negotiable money** will be accompanied by not less than two (2) responsible adult persons; and
 - ii) no more than £3,000 will be carried by any one (1) person.

You will be indemnified against loss from any cause of **non-negotiable money** held in connection with the **business** up to the amount stated in the schedule in respect of any one loss.

The insurance by this clause excludes and does not cover loss:

- i) arising from fraud or dishonesty of the **your employees** unless such loss be discovered within fourteen (14) clear working days of the occurrence;
- ii) due to clerical or accounting errors;
- iii) from unattended motor vehicles;
- iv) of **money** which is the **property** of the Post Office.

3.3.10 **Personal Accident (Assault)**

This cover extension does not apply or operate unless **your** schedule states that this clause is 'included'.

- a) If **you** or any of **your employees** between the ages of sixteen (16) and seventy (70) years shall suffer **bodily injury** caused solely or directly as a result of robbery or any attempt thereat in the course of the **business**, **we** will pay compensation on the basis of the following table:
 - i) Death £20,000

- ii) Total loss or permanent and total loss of use of one or more limbs occurring within two (2) years of sustaining the **bodily injury** £20,000
- iii) Total and irrecoverable loss of all sight in one or more eyes occurring within two (2) years of sustaining the **bodily injury** £20,000
- iv) For any period up to a maximum of two (2) years of total disablement from engaging in usual occupation £100 per week
- b) Provided that:
 - i) compensation will not be payable under more than one of the items in the compensation table for the same **bodily injury**; and
 - ii) no liability will attach to **us** for **bodily injury** arising from or influenced by any existing physical defect or infirmity or the medical condition of any person entitled to compensation hereunder or resulting from pregnancy or childbirth.
 - iii) this extension shall not apply where the **business** includes a sub post office.
- c) The insurance by this clause is extended to pay for **damage** to cash carrying devices or clothing and personal effects belonging to **you** or any of **your employees** up to a limit of £1,000 in respect of any one person.

3.3.11 Rent

We will indemnify **you** as tenant in respect of his legal liability to pay rent for the period not exceeding two (2) years during which the **premises** is untenable as a result of any of the **insured** perils up to a maximum of twenty five (25%) percent of the **sum insured** by this section.

3.3.12 Signs

You will be indemnified against **damage** to signs up to a maximum amount of £2,000 in any one **period of insurance**.

3.3.13 Temporary removal of documents and contents

The insurance by item 1 of the **property insured** extends to cover **damage** caused by any of the **insured** perils 3.2.1-3.2.9 whilst temporarily removed from the **premises** but remaining within the **United Kingdom** up to a maximum of fifteen (15%) percent of the **sum insured** by Item 1.

3.4 Contents other terms and conditions

3.4.1 Basis of claim settlement

- a) Claims for the total loss or destruction of contents (except stock, goods in trust, **employees'** effects and pedal cycles) will be settled on the basis of replacement of **property** similar to but no better or more extensive than the contents when new;
- b) Claims for partial loss, destruction or **damage** to contents (except stock, goods in trust, **employees'** effects and pedal cycles) will be settled on the basis of restoration to a condition no better or more extensive than the condition of the contents when new;
- c) Claims for **computer systems** records documents manuscripts **business** books and **data** carrying materials will be settled on the basis of the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the **insured** of the information contained in them.
- d) Claims for stock and all other **property** will be settled on the basis of its value at the time of loss or destruction with adjustment for wear and tear
- e) All claims will be settled without deduction in respect of any increases in the **declared value** at risk between the cover date and the time of the **damage** provided that:
 - i) the **declared value** at the inception of this insurance is not less than the cost of reinstatement at inception
 - ii) **you** provided **us** annually at renewal a revised **declared value**

- iii) **you** comply with general condition 16.3 - Confirmation of values at risk otherwise **our** liability for any loss is limited to the proportion of the loss that the **declared value** at inception bears to the cost of reinstatement at inception.
- f) On **electronic data** the cost to repair, replace or restore the medium containing such **electronic data** to the condition that existed immediately prior to the **damage**, including the cost of reproducing any **electronic data** contained thereon, providing such medium is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, incurred by the **insured** in recreating, gathering and assembling such **electronic data**. If the medium is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. On **electronic data** the cost of the blank media, plus the costs of copying the **electronic data** from back-ups, but not including research or engineering, or the costs of recreating, gathering or assembling such **electronic data**. **We** will not insure any amount pertaining to the value of such **electronic data** to **you** or any other party, even if such **electronic data** cannot be regenerated, gathered or assembled;

3.4.2 **Condition of average**

(Only applicable where claims are not paid under the terms of the Reinstatement Clause)

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

3.4.3 **Index linking**

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

3.4.4 **Limit of liability**

Subject to the provisions at clause 7.7 - Automatic reinstatement of sum insured, the maximum amount payable during any **period of insurance** under any item is the **sum insured** shown in the schedule for the contents of the **premises** adjusted in accordance with clause 3.4.3 - Index linking.

3.4.5 **Intruder alarm**

Where shown as operative in the schedule under endorsements applicable to these **premises** the following intruder alarm condition applies.

It is a condition precedent to liability for **damage** following entry or attempted entry to or exit from the **premises** by forcible and violent means that:

- a) the **premises** are protected by an **intruder alarm system** designed installed and maintained to British Standard BS4737 or EN50131 including where stipulated by the **insurer** or the local Police Authority Code of Practice DD243;
- b) the intruder alarm installation and maintenance company must be both:
 - i) a member of an alarm inspectorate which is accredited by UKAS to EN 45011 or EN 45012; and
 - ii) accredited and operate a quality management system in accordance with EN ISO 9000;
- c) The **intruder alarm system** shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance as per the requirements of BS4737 or EN 50131 with the installing company or such other company as agreed with the **insurer**;
Where remote alarm signalling is required the signal transmission must be transmitted to an alarm receiving centre fully compliant with BS5979:2000 and operated by a company accredited and operating to a quality management system in accordance with EN ISO 9000;
- d) No alteration to or substitution of:
 - i) any part of the **intruder alarm system**;
 - ii) the maintenance contract;

- iii) the structure of the **premises** or changes to the layout of the **premises** which would affect the effectiveness of the **intruder alarm system**;
 - iv) the procedures agreed with the **insurer** for Police or any other response to any activation of the **intruder alarm system** be made without the written agreement of the **insurer**;
- e) The **alarmed premises** shall not be left unattended without the agreement of the **insurer**:
 - i) unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation;
 - ii) if the Police have withdrawn their response to alarm activations;
- f) The **insured** shall maintain secrecy of codes for the operation of the **intruder alarm system** and detail of such codes and all keys to the intruder alarm system shall be removed from the **premises** when the **premises** are left unattended;
- g) The **insured** shall appoint at least two key holders and lodge written details (which must be kept up to date) with the alarm company and either the Police or the alarm receiving centre;
- h) In the event of notification of any activation of the **intruder alarm system** or interruption of means of communication including one or both alarm transmission systems in respect of dual signalling systems during any period the **intruder alarm system** is set a key holder shall attend the **premises** as soon as reasonably possible;
- i) In the event of the **insured** receiving any notification:
 - i) the Police attendance in response to alarm signals/calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed;
 - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance;
 - iii) that the **intruder alarm system** cannot be returned to or maintained in full working order the **insured** shall advise the **insurer** as soon as possible and comply with any subsequent requirements stipulated by the **insurer**.

For the purpose of this clause the following definitions apply:

Intruder alarm system

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

Alarmed premises

Alarmed premises means the **premises** or those portions of the **premises** protected by the intruder alarm system.

Key holder

Key holder means the **insured** or any person or key holding company authorised by the **insured** who is available at all times to accept notification of faults or alarm signals to the intruder alarm system attend and allow access to the **premises**.

Premises

For the purpose of this clause only **premises** means the buildings occupied by or under the control of the **insured** (unless otherwise stated in the schedule).

4 Section B - All Risks: Specified business equipment

4.1 Specified business equipment coverage

4.1.1 We shall indemnify **you** against **damage** to the **property insured** as specified in the schedule by any **accident** or misfortune occurring anywhere within the **territorial limit** specified against each item excluding:

- a) the first £250 of each claim;
- b) **damage** by theft or any attempt thereat not involving entry to or exit from the **premises** by forcible and violent means;
- c) any **property** otherwise **insured**;
- d) **damage** arising from wear and tear or from any process of cleaning, dyeing, restoring, adjusting or repairing;
- e) **damage** arising from or attributable to the action of light or atmosphere, moth, parasites, vermin, corrosion, dampness, marring, scratching, bruising or deterioration;
- f) **damage** (other than by fire) to any machine or apparatus arising from mechanical or electrical breakdown or derangement or arising from adjustment maintenance or repair;
- g) erasure or distortion of information on **computer systems** or their records;
- h) **damage** to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves **data** or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the **property** is **yours** or not or where such **damage** is caused by programming or operators error, **virus or similar mechanism** or **hacking**;
- i) loss by official confiscation or detention;
- j) **damage** to **money**, documents, securities, motor vehicles, caravans, boats, cycles, household goods, sports equipment, contact or corneal lenses;
- k) **damage** by theft from an unattended motor vehicle unless such vehicle has been securely locked at all points of access.

4.2 Reinstatement

Claims will be settled on the basis of the cost of repair or current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay.

4.3 Condition of average

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

4.4 Index linking

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

4.5 Automatic reinstatement of sum insured

In the event of a loss the **sum insured** hereby shall not be reduced by the amount of such loss provided that **you** shall:

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the **period of insurance**;
- b) if the loss results from theft give effect to any additional protective devices which **we** may require for the further security of the **property insured**.

4.6 Limit of liability

Subject to the provision of clause 4.5 - Automatic reinstatement of sum insured the maximum amount payable during any **period of insurance** under any item is the **sum insured** shown in the schedule for **section B** - All Risks - Specified business equipment adjusted in accordance with clause 4.4 - Index linking.

5 Section C - Buildings

5.1 Property insured

Item 1 Buildings

The fixed permanent structure at the **premises** including outbuildings, landlords fixtures and fittings therein and thereon walls, gates and fences, yards, car parks and pavements piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of **your** responsibility.

Item 2 Tenants improvements

The tenants' improvements, alterations and decorations at the **premises**.

5.2 Coverage - Insured perils

We shall indemnify **you** against **damage** to the **property insured** caused by the under noted perils:

- 5.2.1 Fire (including subterranean fire), explosion, lightning or earthquake;
- 5.2.2 Storm or flood excluding:
 - a) **damage** caused by frost subsidence ground heave or landslip;
 - b) **damage** attributable solely to change in water table level;
 - c) **damage** to moveable **property** in the open;
 - d) the amount of the excess stated in the schedule in respect of each and every loss as ascertained after the application of any condition of average.
- 5.2.3 Escape of water from any tank, apparatus or pipe excluding:
 - a) **damage** to any building which is **empty** or not in use;
 - b) the amount of the excess stated in the schedule in respect of each and every loss as ascertained after the application of any condition of average.
- 5.2.4 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding:
 - a) **damage** arising from cessation of work;
 - b) as regards **damage** (other than fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation:
 - i) **damage** by theft;
 - ii) **damage** to any building which is **empty** or not in use;
 - iii) the amount of the excess stated in the schedule in respect of each and every loss as ascertained after the application of any condition of average.
- 5.2.5 Impact with the building by aircraft or other aerial devices or articles dropped from them or by any vehicle, train, animal, falling branch, aerial or mast or satellite dish.
- 5.2.6 Theft or any attempt thereat (including **damage** to the building for which **you** are responsible) involving entry to exit from the building by forcible and violent means excluding
 - a) **damage** to any building which is **empty** or not in use;
 - b) the amount of the excess stated in the schedule in respect of each and every loss as ascertained after the application of any condition of average.
- 5.2.7 Theft of any part of the buildings.
- 5.2.8 Leakage of oil from any fixed heating installation.
- 5.2.9 Any other accidental **damage** occurring in the building excluding:
 - a) the amount of the excess stated in the schedule in respect of each and every loss as ascertained after the application of any condition of average.

- b) **damage** caused by or resulting from:
 - i) wear, tear the action of light or atmosphere moths, vermin or insects;
 - ii) any process of cleaning, dyeing, restoring, adjusting or repairing;
 - iii) corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration;
- c) **damage** to any machine or apparatus arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair;
- d) **damage** specifically excluded in insured perils 5.2.1-5.2.8 and 5.2.10
- e) **damage** specifically excluded in the clause 14 - General exceptions;
- f) normal maintenance or repair;
- g) erasure or distortion of information on **computer systems** or other records;
- h) **damage** to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves **data** or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the **property** is **yours** or not or where such **damage** is caused by programming or operator error, **virus or similar mechanism** or **hacking**;
- i) any disappearance or shortage revealed only at the time of stock taking or the making of any inventory;
- j) **damage** by confiscation or detention by Customs or other officials or authorities;
- k) **damage** following dishonesty or fraudulent action by **your employees** or any person lawfully in the building;
- l) any shortage due to error or omission;
- m) **damage** by theft or any attempt thereat;
- n) **damage** by subsidence ground heave or landslide.

5.2.10 Subsidence or ground heave of any part of the site on which the **premises** stands or landslide excluding:

- a) the amount of the excess stated in the schedule in respect of each and every loss as ascertained after the application of any condition of average;
- b) **damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a building insured hereby;
- c) **damage** caused by or consisting of:
 - i) the normal settlement of bedding down of new structures;
 - ii) the settlement or movement of made-up ground;
 - iii) coastal or river erosion;
 - iv) defective design or workmanship or the use of defective materials;
 - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe;
- d) **damage** which originated prior to the inception of this cover.
- e) **damage** resulting from:
 - i) demolition construction structural alteration or repair of any **property**; or
 - ii) groundworks or excavation at the **premises**.

Insofar as this insurance relates to **damage** caused by subsidence, ground heave or landslide:

- a) **you** shall notify **us** immediately when **you** become aware of any demolition groundworks, excavation or construction being carried out on any adjoining site;
- b) **we** shall then have the right to vary the terms or cancel the cover.

5.3 Buildings - Other terms and conditions

5.3.1 Condition of average

(Only applicable where claims are not paid under the terms of the Reinstatement Clause 7.2)

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

5.3.2 Damage to cables and underground pipes

We will pay the cost of repairing accidental **damage** for which **you** are responsible to cables and underground pipes and drains (and their inspection covers) on the **premises** or connecting them to the public mains provided such **damage** is not caused by rust, corrosion or other wear and tear.

5.3.3 Index linking

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

5.3.4 Limit of liability

Subject to the provisions at clause 7.7 - Automatic reinstatement of **sum insured**, the maximum amount payable during any **period of insurance** under any item is the **sum insured** shown in the schedule for Buildings of the **premises** adjusted in accordance with clause 5.3.3 - index linking.

5.3.5 Trace and access

We will pay the reasonable costs necessarily incurred by **you** in locating the source and subsequent making good **damage** resulting from:

- a) the escape of water from any tank apparatus or pipe;
- b) accidental **damage** to cables, underground pipes and drains serving the **premises**.

provided that **our** liability in respect of any one **premises** shall not exceed £25,000 in any one **period of insurance**.

6 Section D - Computer breakdown

6.1 Computer breakdown coverage

6.1.1 We shall indemnify **you** against **damage** to **property insured** caused by the undernoted perils:

- a) breakdown or failure of any part of the **computer equipment** or computer records whilst in ordinary use arising from either mechanical or electrical defect causing a stoppage of normal functions;
- b) failure or fluctuation of the supply of electricity to the **computer equipment**;
- c) erasure destruction corruption or distortion of software contained or **data** stored on fixed disks or computer records;

provided that **our** liability does not exceed the **sum insured** stated in the schedule.

6.2 Computer breakdown - Cover extensions

The insurance **section D** is further extended to indemnify **you** against:

6.2.1 Increased cost of working

Increased cost of working being the additional expenditure necessarily and reasonably incurred by **you** for the sole purpose to:

- a) prevent or minimise the interruption of or interference with the work normally carried out by or on the **computer equipment**;
- b) recompile or restore **data** or software or replace third party proprietary software in direct consequence of **damage** to **property insured**;

provided that **our** liability does not extend beyond twelve (12) months and does not exceed £25,000 for each of a) and b) above in any one **period of insurance**.

6.2.2 Incompatibility of computer records

the costs of:

- a) modification of the **computer equipment**; or
- b) replacement of computer records together with reinstatement of programs and/or information thereon whichever is the lesser amount to achieve compatibility in the event that the loss of **computer equipment** has resulted in undamaged computer records being incompatible with the replacement **computer equipment**;

provided that **our** liability does not exceed £10,000 in any one **period of insurance**.

6.2.3 Additional rental

the additional rental arising out of the replacement of a lease/hire agreement in respect of the **property insured** by a new contract for a similar **property** consequent upon **damage insured** by this **section**, provided that **our** liability shall not exceed £10,000 in any one **period of insurance**.

6.2.4 Loss of income

loss as a result of interruption of or interference with the **business** following **damage**, as defined by clause 6.1.1 above to the **computer equipment** or computer records against loss of **gross revenue** in accordance with the terms and definitions stated in clause 8, by paying for the **indemnity period** not exceeding twelve (12) months the amount by which the **gross revenue** during this **indemnity period** shall fall short of the **gross revenue** during the equivalent period immediately before the **damage** provided that **our** liability does not exceed £25,000 in any one **period of insurance**.

6.3 Computer breakdown - Exclusions

The insurance by this **section D** excludes and does not cover:

6.3.1 damage to the property insured:

- a) occasioned by its own breakdown unless there is in force an approved maintenance agreement providing a minimum service of on call remedial and or corrective maintenance at inclusive costs;
- b) for which any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement;
- c) for which **you** are relieved of responsibility under any rental hire or lease agreement;
- d) caused by any of the **insured** perils defined under clause 3.2;
- e) caused by or consisting of wear and tear deterioration due to atmospheric or climatic conditions but this exclusion shall not apply to subsequent **damage** which itself results from a cause not otherwise excluded;
- f) caused by a deliberate act of a supply undertaking in withholding the supply of electricity or telecommunication services unless for the sole purpose of safeguarding life;
- g) caused by the inability of the supply undertaking to maintain the supply system due to industrial action by its **employees**;
- h) caused by the use of telecommunications equipment which is not approved by the telecommunications authority;
- i) caused by it undergoing any process of production, packaging, treatment, testing, commissioning, servicing or repair;
- j) caused by the use of unproven software which has not been finalised or which has not passed all the testing procedures or which has not been successfully proven;
- k) caused by programming errors or design defects in software.

6.3.2 the first £250 of each and every loss.

6.3.3 **damage to computer equipment** or other equipment or component system or item which processes stores transmits or retrieves **data** or any part thereof whether tangible or intangible (including without limitation computer records any information or programs or software) directly or indirectly caused by occasioned by or arising from programming or operator error, **virus or similar mechanism** or **hacking**.

6.3.4 in respect of coverage extensions any loss cost or expense incurred in consequence directly or indirectly of programming or operator error, **virus or similar mechanism** or **hacking**.

6.4 Computer breakdown - Other terms and conditions

6.4.1 Basis of settlement

- a) If the **computer equipment** covered by this **section** is **damaged**, **our** liability shall be:
 - i) on **electronic data** the cost of the blank media, plus the costs of copying the **electronic data** from back-ups, but not including research or engineering, or the costs of recreating, gathering or assembling such **electronic data**. **We** will not insure any amount pertaining to the value of such **electronic data** to **you** or any other party, even if such **electronic data** cannot be regenerated, gathered or assembled; and
 - ii) on **computer equipment** the cost of repairing or replacing, however if the **computer equipment** is obsolete after **damage** and beyond economic repair, **we** agree to the replacement with **computer equipment** that fulfils the same function and has the same cost as that **damaged computer equipment** when new.
- b) If **computer equipment** is covered by any other insurance effected by **you** or on **your** behalf but is not on the identical basis of reinstatement to the terms of this clause, then this **policy** excludes and does not cover payment of any amount in excess of the amount that would have been payable in the absence of this clause.
- c) The work of reinstatement must be commenced and carried out with reasonable despatch, otherwise no payment will be made beyond the amount which would have been payable under this **section** in the absence of this clause

- d) Until such time as the cost of reinstatement has actually been incurred **we** will have no liability to pay any amount beyond the amount that would have been payable under this **section** in the absence of this clause.

6.4.2 **Condition of average**

Where any claim not paid under the terms of the Reinstatement clause 7.2 then if at the time of any **damage** the value of the **property insured** under any item is greater than its **sum insured**, **you** shall be considered as being **your own insurer** for the difference and shall bear a rateable share of the loss accordingly.

6.4.3 **Index linking**

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

6.5 **Limit of liability**

Subject to the provisions of Clause 7.7 - Automatic reinstatement of **sum insured** the maximum amount payable during any **period of insurance** under any item is the **sum insured** shown in the schedule for the contents of the **premises** adjusted in accordance with clause 6.4.2 - Index linking.

7 Coverage clauses (applicable to sections A, C and D)

7.1 European Community and Public Authorities (including undamaged property)

7.1.1 Subject to clause 7.1.2, the insurance by the **section** extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Community legislation; or
- b) Building or other regulations under or framed in pursuance of any act of Parliament or bye-laws of any public authority (hereafter referred to as 'the stipulations') in respect of:
 - i) the **damaged property** thereby **insured**;
 - ii) **undamaged** portions thereof.

but excluding:

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

7.1.2 Special conditions

- a) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve (12) months after the **damage** or within such further time as **we** may allow (during the said twelve (12) months and may be carried out upon another site (if the stipulations so necessitate) subject to **our** liability under this clause not being thereby increased;
- b) If **our** liability under the **section** apart from this clause shall be reduced by the application of any of the terms and conditions of the **policy** then **our** liability under the **section** shall be reduced in like proportion.
- c) The total amount recoverable under any item of the **section** in respect of this clause shall not exceed:
 - i) in respect of the **damaged property**:
 - I) fifteen (15%) percent of its **sum insured**;
 - II) where the **sum insured** by the item applied to **property** at more than one **premises**, fifteen (15%) percent of the total amount for which **we** would have been liable had the **property insured** at the **premises** where the **damage** has occurred been wholly destroyed;
 - ii) in respect of **undamaged** portions of **property** (other than foundations) fifteen (15%) percent of the total amount for which **we** would have been liable had the **property insured** by the items at the **premises** where the **damage** has occurred been wholly destroyed.
- d) The total amount recoverable under any item of the **policy** shall not exceed its **sum insured**.

- e) All the terms and conditions of the **policy** except insofar as they are varied hereby shall apply as if they had been incorporated herein.

7.2 Reinstatement

7.2.1 In the event of the **property insured** under **section A** (Items 1 and 2) **C** and **section D** being **damaged** the basis upon which the amount payable hereunder is to be calculated shall be the reinstatement of the **property damaged**.

7.2.2 For this purpose 'reinstatement' means

- a) the rebuilding or replacement of **property** lost or destroyed which provided **our** liability is not increased may be carried out:
 - i) in any manner suitable to **your** requirements;
 - ii) upon another site.
- b) the repair or restoration of **property damaged** in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

7.2.3 Special conditions

- a) **Our** liability for the repair or restoration of **property damaged** in part only shall not exceed the amount which would have been payable had such **property** been wholly destroyed;
- b) If at the time of reinstatement the sum representing eighty five (85%) percent of the cost which would have been incurred in reinstating the whole of the **property** covered by any item subject to this clause exceeds its **sum insured** at the commencement of any **damage our** liability shall not exceed that proportion of the amount of the **damage** which the said **sum insured** shall bear to the sum representing the total cost of reinstating the whole of such **property** at that time;
- c) No payment beyond the amount which would have been payable in the absence of this clause shall be made:
 - i) unless reinstatement commences and proceeds without unreasonable delay;
 - ii) until the cost of reinstatement shall have been actually incurred;
 - iii) if the **property insured** at the time of its **damage** shall be **insured** by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement.
- d) All the terms and conditions of the **policy** shall apply:
 - i) in respect of any claim payable under the provisions of this clause except insofar as they are varied hereby;
 - ii) where claims are payable as if this clause had not been incorporated.

7.3 Architects, surveyors, legal and consulting engineers fees

Such fees as are necessarily incurred in the reinstatement or repair of the **property insured** consequent upon its **damage** but not for preparing any claim it being understood that the amount payable under the item shall not exceed in total its **sum insured**.

7.4 Removal of debris

7.4.1 **Costs and expenses** necessarily incurred by **you** with **our** consent in:

- a) removing debris;
- b) dismantling and/or demolishing;
- c) shoring up or propping of the portion or portions of the **property insured** as a result of **damage** hereby **insured** against.

We shall not pay for any **costs or expenses**:

- a) incurred in removing debris except from the site of such **property damaged** and the area immediately adjacent to the site;

b) arising from **pollution** or contamination of **property** not insured by **sections A, C and D**.

7.4.2 **Our** liability under this clause and **sections A, C and D** in respect of any item shall in no case exceed the **sum insured** thereby.

7.5 Seventy two hour

All claims arising out of and directly occasioned by a single event or a single original cause shall be considered to be a single loss for the purposes of this **section**. However, the duration and extent of any single occurrence shall be limited to:

- a) seventy two (72) consecutive hours as regards, earthquake, 3.2.2 and 5.2.2 (storm or flood);
- b) seventy-two (72) consecutive hours and within the limits of one (1) borough, city, town or village as regards riot, civil commotion, malicious damage and vandalism.

You may choose when any of the periods commence and if the event or common cause is of greater duration than the above periods, **you** may decide to divide that event or common cause into two (2) or more occurrences provided that no two (2) periods overlap.

Should any such seventy two (72) consecutive hour period extend beyond the expiry or cancellation date, **we** shall be liable as if such period had fallen entirely within the **period of insurance** of the **policy**.

7.6 Temporary removal

7.6.1 The **property insured** is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all in the **United Kingdom**;

7.6.2 **Our** liability under this clause in respect of each item of the **section** for any **damage** occurring elsewhere than at the **premises** shall not exceed ten (10%) percent of the **sum insured** by the item;

7.6.3 This clause does not apply to **property** insofar as it is otherwise **insured** nor as regards losses occurring elsewhere than at the **premises** from which the **property** is temporarily removed to motor vehicles and motor chassis licensed for normal road use;

7.6.4 All the terms and conditions of the **policy** except insofar as they are varied hereby shall apply as if they had been incorporated herein.

7.7 Capital additions

7.7.1 The insurance by **sections A, C and D** is extended to cover any newly acquired and/or newly erected buildings or buildings in course of erection (excluding any **property** for which a building contractor is responsible) and contents insofar as the same are not otherwise **insured**; and

- a) alterations additions and improvements to buildings and contents but not in respect of any appreciation in value anywhere in the **United Kingdom** provided that:
 - i) at any one situation this cover shall not exceed ten (10%) percent of the **sum insured** or £500,000 whichever is the lesser;
 - ii) **you** undertake to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of **our** liability;
 - iii) the provisions of this clause shall be fully maintained notwithstanding any specific insurance effected under clause 7.6 a) ii).

7.8 Automatic reinstatement of sum insured

In the event of a loss the **sum insured** hereby shall not be reduced by the amount of such loss provided that **you** shall:

7.8.1 pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the **period of insurance**;

7.8.2 if the loss results from theft give effect to any additional protective devices which **we** may require for the further security of the **property insured**.

7.9 Notice of unoccupancy

We must be notified in writing immediately the **premises** become unoccupied and a suitable extra premium paid if required.

7.10 Amount excluded aggregation clause

Where a claim is to be dealt with under **sections A, C and D** and under the terms of the **policy**, **you** are responsible for the first £250 of **damage** under each **section**. **We** agree that **you** will only be responsible for the first £250 of the claim in aggregate under **sections A, C and D**.

8 Section E - Business interruption

8.1 Business interruption coverage

8.1.1 We will indemnify the **you** in accordance with each item of **business** interruption insurance which is described in clauses (a) and (b) below for the amount of loss caused by the interruption or interference with the **business** resulting directly from **damage** to the **property insured** under **Section A** Contents and **Section C** –Buildings that occurs during the **period of insurance** at any **premises** occupied by **you** for which payment shall have been made or liability admitted by either **us** or an **insurer** under any insurance covering **your** interest in the **property** at such **premises** against such **damage** provided that such **damage** would not have been excluded by **Section A** – Contents or **Section C** – Buildings of this **policy**.

We shall indemnify **you** against either:

a) loss of **gross revenue** in accordance with the following provisions:

- i) by paying for the **indemnity period** the amount by which the **gross revenue** during the **indemnity period** falls short of the **gross revenue** during the equivalent period immediately before the **damage**;
- ii) by paying any reasonable additional expenses incurred in maintaining the **gross revenue** during the **indemnity period** but not more than the loss avoided under a)i) less any amount saved during the **indemnity period** in respect of reduced expenses due to the **damage**;

or

b) **increased cost of working** in accordance with the following provisions:

- i) by paying any reasonable additional expenses incurred in maintaining the **gross revenue** during the **indemnity period** but not more than the loss avoided under a)i) less any amount saved during the **indemnity period** in respect of reduced expenses due to the **damage**;

as specified in the schedule.

It is understood and agreed that the insurance provided by 8.1.1 a) and b) above are alternatives. **Your** schedule will state which cover is provided and the **sum insured you** have requested.

8.1.2 In adjusting the amount paid all variations or special circumstances before and after the **damage** affecting the **business** shall be taken into account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if the **damage** had not occurred.

8.1.3 If the **damage** occurs in the first trading year the payment under shall be based on the **gross revenue** immediately prior to the loss.

8.1.4 The indemnity provided under this **section** shall be void if the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued without **our** consent.

8.1.5 No claim shall be payable under this **section** unless **you**:

- a) take all action which may be reasonably practicable to minimise or check any interruption of or interference with the **business** to avoid or diminish the loss; and
- b) at **your** own expense deliver to **us** in writing a statement setting forth particulars of the claim no later than thirty (30) days after the expiry of the **indemnity period** or within such further time as **we** may in writing allow.

8.2 Business interruption - Cover extensions

8.2.1 Alternative trading clause

If during the **indemnity period** professional services shall be 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 services shall be brought into account in arriving at the reduction of **gross revenue** during the **indemnity period**.

8.2.2 Automatic reinstatement of sum insured

In the event of a loss the **sum insured** hereby shall not be reduced by the amount of such loss provided that **you** shall:

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the **period of insurance**;
- b) if the loss results from theft give effect to any additional protective devices which **we** may require for the further security of the **property insured**.

8.2.3 Contract sites and transit

We shall indemnify **you** in respect of interruption of or interference with the **business** caused by **damage** to documents belonging to or held in trust by **you** whilst temporarily at **premises** not occupied by **you** or whilst in transit by road, rail or inland waterway anywhere within the **United Kingdom** provided that **our** liability under this clause shall not exceed ten (10%) percent of the **sum insured** by this **section** or £100,000 whichever is the lesser.

8.2.4 Denial of access

We shall indemnify **you** in respect of interruption of or interference with the **business** caused by **damage** to **property** in the vicinity of the **premises** which shall prevent or hinder the use of the **premises** or access thereto whether the **premises** or **your property** therein shall be **damaged** or not (but excluding **damage** to **property** of any supply undertaking from which **you** obtain electricity, gas or water or telecommunications services which prevents or hinders the supply of such services).

8.2.5 Notifiable disease, murder or suicide, food or drink poisoning

We will indemnify **you** for loss caused by the interruption of or interference with the **business** resulting solely and directly from your inability to use the **premises** in consequence of any of the following events:

- a) an occurrence of a **notifiable disease**:
 - i) at the **premises**; or
 - ii) attributable to food or drink supplied from the **premises**;
- b) the discovery of any organism at the **premises** likely to result in the occurrence of a **notifiable disease**;
- c) the discovery of vermin or pests at the **premises**;
- d) an **accident** causing defects in the drains or other sanitary arrangements at the **premises**; and
- e) an occurrence of murder or suicide at the **premises**;

provided that:

- i) **we** will only be liable for loss arising at those **premises** which are directly subject to the event in (a) to (e) above;
- ii) **we** will only be liable for loss where the event causes closure of the **premises** on the order of a Local or Government Authority;
- iii) **we** will not be liable for any costs incurred in cleaning, repair, replacement, recall or checking of **property** except as stated above;
- iv) the indemnity provided by this clause shall only apply for the period beginning with the occurrence of the loss and ending not later than three (3) months thereafter; and
- v) **our** liability will not exceed the sub limit of £10,000 any one occurrence and £50,000 in the aggregate anyone **period of insurance**

This extension shall not cover loss resulting from forty-eight (48) hours of each and every such interruption or interference at the **premises**.

8.2.6 Professional accountants charges

We shall indemnify **you** in respect of reasonable charges payable by **you** to **your** professional accountants for producing any particulars or details contained in **your business** books or such other proofs information or evidence as **we** may require under clause 15.2.1 e) and reporting that such particulars or details are in accordance with **your business** books or documents.

8.2.7 Suppliers

We shall indemnify **you** in respect of interruption of or interference with the **business** caused by **damage** at any **premises** of any of **your** direct suppliers within the **United Kingdom**, provided that **our** liability under this clause shall not exceed ten (10%) percent of the **sum insured** by this **section** or £100,000 whichever is the lesser.

8.2.8 Supply utilities

We shall indemnify **you** in respect of interruption of or interference with the **business** caused by **damage**, at giving rise to **damage** to **property** at any:

- a) generating station or sub-station of the public electricity supply undertaking;
- b) land based **premises** of the public gas supply undertaking or of any natural gas producer linked directly therewith;
- c) water works and pumping stations of the public water supply undertaking;
- d) land based **premises** of the public telecommunications undertaking;

from which **you** obtains electricity, gas, water or telecommunication services within the **United Kingdom** provided that **our** liability under this clause shall not exceed ten (10%) percent of the **sum insured** by this **section** or £100,000 whichever is the lesser.

8.2.9 Unspecified customers

We shall indemnify **you** in respect of interruption of or interference with the **business** caused by **damage**, where **property** is stored at the **premises** of any of the **insured's** direct customers' but excluding:

- a) customers specified by a more specific clause by this **policy**;
- b) the **premises** from which the **insured** obtains electricity, gas, water or telecommunication services;
- c) **premises** outside the **United Kingdom** or Eire;

provided that **our** liability under this clause shall not exceed ten (10%) percent of the **sum insured** by this **section** or £100,000 whichever is the lesser.

8.2.10 Value Added Tax

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

8.3 Book debts

In the event of any of **your** books of account or other **business** books or records at the **premises** being **damaged** so as to render it impossible for **you** to obtain from customers all the sums due to them and outstanding at the date of the **damage** and for which payment shall have been made or liability admitted by an **insurer** under any insurance covering **your** interest in the **property damaged** then;

8.3.1 **we** shall indemnify **you** in respect of loss of **book debts** by paying:

- a) the difference solely due to the **damage** between the amount of the **book debts** at the date of the **damage** and the total amount received in payment of them during the twelve (12) months after the **damage**;
- b) any reasonable expenditure incurred in avoiding or diminishing the loss of **book debts** but not more than the loss avoided

provided that **our** maximum amount payable under this clause shall not exceed £50,000 any one loss.

8.3.2 The indemnity provided under this clause shall be void if the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued without **our** consent.

8.3.3 No claim shall be payable unless **you**:

- a) take all action which may be reasonably practicable to minimise or check any interruption or interference with the **business** or to avoid or diminish the loss;
- b) at **your** own expense deliver to **us** in writing a statement setting forth particulars of **your** claim.

8.4 Business interruption - Exclusions

The insurance by this **section** excludes and does not insure:

- a) loss arising from deliberate erasure loss distortion or corruption of information on **computer systems** or other records programs or software;
- b) loss directly or indirectly caused by or arising from any programming or operator error **virus or similar mechanism** or **hacking** including where this results from the actions of malicious persons other than thieves;
- c) mislaying or misfiling of records and tapes;
- d) the deliberate act of the supply undertaking in restricting or withholding electricity supply;
- e) subject to the provisions of clause 8.2.2 - Automatic reinstatement of sum insured and clause 8.2.6 professional accountants charges, any amount in excess of the **sum insured** shown in the schedule that is the maximum amount **we** are liable to pay during any one **period of insurance**. For the avoidance of doubt professional accounts charges are payable in addition to the **sum insured**.
- f) any payment beyond the **indemnity period** shown on the schedule.

9 Section F - Terrorism

9.1 Terrorism coverage

- 9.1.1 Where this **section** is shown in the schedule as 'operative', subject to the application of any applicable excess or deductible, **we** will indemnify **you** in accordance with the terms of this **insured section** for losses arising under the **eligible insured sections** as a result of **damage** to or destruction of **property** in the **territory**, the proximate cause of which is an **act of terrorism**, provided that the **act of terrorism**:
- 9.1.2 occurs in the **territory** during the **period of insurance**;
- 9.1.3 is certified by HM Treasury or a competent tribunal from time to time as an **act of terrorism**;

provided that in any action, suit or other proceedings where **we** allege that any **damage** or **costs and expenses** are not covered by this **policy**, the burden of proving the contrary will be upon **you**, save for clauses 9.2.1(b)(iii) and 9.2.1(c) and where the burden of proof will be upon **us**.

9.2 Limitations and exclusions applicable to this section

The general **policy** exclusions do not apply to this **section**. Instead, the following are specifically excluded from the insurance under this **section**;

9.2.1 Virus or similar mechanism, hacking, phishing or denial of service

- a) Any losses whatsoever directly or indirectly caused by, contributed to by, or arising from or occasioned by or resulting from:
- i) **damage** to or the destruction of any **computer system**; or
 - ii) any alteration, modification, distortion, erasure, or corruption of **data**
- in each case whether the **property** of the **insured** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from a **virus or similar mechanism or hacking or phishing or denial of service attack**.
- b) Covered losses otherwise falling within this exclusion will not be treated as excluded by this clause solely to the extent that such loss:
- i) results directly from any of the **specified perils**;
 - ii) comprises any of the **specified losses**; and
 - iii) is not proximately caused by an **act of terrorism** in relation to which the relevant organisation 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.
- c) Notwithstanding the exclusion of **data** from the definition of **property** in this **insured section**:
- i) to the extent that **damage** to or destruction of **property** comprises any of the **specified losses**; and
 - ii) that **damage** or destruction indirectly results from any alteration, modification, distortion, erasure or corruption of **data**;

the fact that a **specified peril** results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **data** shall not prevent cost or **business** interruption loss directly resulting from **damage** to or destruction of such **property** (and otherwise falling within **specified losses** or **specified perils**) from being recoverable under this **policy**.

In no other circumstances, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** be recoverable under this **policy**.

9.2.2 **War**

Any losses whatsoever occasioned by riot, civil commotion, **war**, invasion, act of foreign enemy, hostilities (whether **war** be declared or not) civil **war**, rebellion, revolution, insurrection or military or usurped power.

9.3 Other terms and conditions applicable to this section

9.3.1 **Our** liability under this **insured section** in any one (1) **period of insurance** shall not exceed the **sum insured stated** in the schedule for the applicable **section** shown as **insured** in the schedule in respect of all losses arising out of any one (1) **occurrence** and in the aggregate.

9.3.2 Where the **period of insurance** shown in the schedule is for a period greater than twelve (12) months, the cover provided by this **section** shall only apply for a period of twelve (12) months and shall be subject to renewal at each annual anniversary.

9.3.3 **Restricted terms**

The insurance by this **section** is subject otherwise to all the terms and conditions of this **policy** except that any:

- a) long term undertaking;
- b) terms which provide for adjustments of premium based upon declarations on expiry or during the **period of insurance**; or
- c) coverage in respect of **premises** to locations outside England and Wales and Scotland; will not apply to losses covered under this **insured section**.

10 Section G - Personal accident

10.1 Personal accident coverage

We agree to pay compensation to the **insured person** on the basis of and in accordance with the terms of this **section** and the benefit amounts specified in the schedule in respect of **injury** sustained during the **period of insurance** causing:

Item 1 Death or other capital benefits being total loss or permanent total loss of use of one or more limbs, total and irrecoverable loss of:

- a) all sight in one or both eyes
- b) speech
- c) hearing

Item 2 **Permanent total disablement** (other than specified in Item 1 above)

Item 3 **Temporary total disablement**

Item 4 **Temporary partial disablement**

provided that:

- a) compensation will not be payable under more than one of the items above for the same **injury**; and
- b) payment under Item 3 or item 4 will cease if benefit under either Item 1 or 2 becomes payable when the sums paid under Items 3 and/or 4 will be deducted from the amount of benefit payable under Item 1 or 2.

10.1.1 Benefit period

- a) Item 3 is payable for a maximum period of 104 weeks (but not necessarily consecutive weeks) in respect of any one **injury** sustained by an **insured person**;
- b) Item 4 is payable for a maximum period of 52 weeks (but not necessarily consecutive weeks) in respect of any one **injury** sustained by an **insured person**.

10.2 Personal accident - Exclusions

The insurance by this **section** excludes and does not cover:

10.2.1 the **deferment period**.

10.2.2 **injury**

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

10.2.3 suicide self inflicted injuries (other than in an attempt to save life) or venereal infection.

10.2.4 **injury** sustained whilst under the influence of or disablement due wholly or partly to the effects of alcohol or drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction;

- 10.2.5 any claim arising directly or indirectly from **injury** attributable to HIV (Human Immune Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivative(s) or variation(s) thereof however caused;
- 10.2.6 death or disablement directly or indirectly resulting from or consequent upon any **pre-existing condition** not declared to and accepted by us in writing, or any **injury** contributed to or aggravated by any specifically excluded or **pre-existing condition**, and any condition or body part specifically excluded by endorsement attached to or incorporated in the schedule.
- 10.2.7 **injury** resulting from **terrorism**.

10.3 Other Personal accident terms and conditions

- 10.3.1 On the happening of any event which may give rise to a claim **you** shall provide all certificates information and evidence required by **us** at **our** expense and in such form as **we** may require. The **insured person** as often as required shall submit to medical examination on **our** behalf and at **our** expense in respect of any alleged **injury**.

11 Section H - Employers liability

11.1 Employers' liability coverage

We will indemnify **you** against all sums that **you** shall become legally liable to pay as damages, including claimant costs recoverable from **you**, arising out of **bodily injury** caused during the **period of insurance**, within the **territorial limits** and sustained by an **employee** in the course of employment by **you** in the course of the **business**.

11.1.1 Limit of Indemnity

Our liability under this **section** for **damages** including **costs and expenses** payable in respect of any one claim against **you** or series of claims against **you** arising out of one cause shall not exceed the amount stated as the limit of indemnity in the schedule.

11.1.2 Right of recovery

The indemnity granted by **section H** is deemed to be in accordance with the provisions of the Employers' Liability (Compulsory Insurance) Act 1969 and the Employers Liability (Compulsory Insurance) Regulations 1998 or any subsequent amendment or re-enactment or similar legislation in Northern Ireland, the Isle of Man and the Channel Islands.

Where any condition precedent, exclusion, term or condition of this **policy** is deemed prohibited by the act or regulations, then **we** will provide an indemnity to the **employee** under the terms of **section H** but **you** will repay to the **insurer** that part of **our** indemnity for which **we** would not otherwise have been liable under this **policy** by reason of any such breach of condition precedent, term, condition or exclusion.

11.2 Employers' liability - Cover extensions

This **section** shall extend to include the following:

11.2.1 Additional persons insured

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

provided that:

- I) each person shall as though he were the **insured** observe fulfil and be subject to the terms of this **policy** insofar as they can apply;
- II) **we** shall retain the sole conduct and control of all claims.

11.2.2 Compensation for court attendance

In the event of any of the under-mentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this **section**, **we** shall provide compensation to **you** at the following rates per day for each day on which attendance is required for:

- | | |
|---|------|
| a) any of your directors or partners | £500 |
| b) any employee | £250 |

11.2.3 Contractual liability

Where any contract or agreement entered into by **you** so requires **we** will:

- a) indemnify **you** against liability arising in connection with and assumed by **you** by virtue of such contract or agreement but only so far as concerns liability as defined in this **section** to **your employees**; and
- b) waive rights of subrogation against any party specified in the contract or agreement; provided that:
 - i) **you** shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this insurance so far as they can apply;
 - ii) **we** shall retain the sole conduct and control of all claims.

11.2.4 Cross liabilities

If more than one **insured** is referred to in the **policy** schedule this **section** shall apply to each one as if a separate **policy** had been issued to each provided that the total amount of indemnity payable to all parties in respect of **damages** shall not exceed the limit of indemnity.

11.2.5 Data Protection

We will indemnify **you** and, if **you** so require, any **employee** in respect of their liability to pay:

- a) any valid compensation in respect of **damage** or distress under section 13 of Part II of the Data Protection Act 1998 ('DPA'), or any equivalent provision under any subsequent amending or replacement legislation; or in respect of material or non-material **damage** under Article 82 of the General Data Protection Regulation ('GDPR'), and any associated **defence costs**; and
- b) **defence costs** in relation to a prosecution brought under the DPA, any subsequent amending or replacement legislation or the GDPR and incurred with **our** prior written consent,

in relation to claims brought by any **employee** first occurring, or prosecutions commenced, during the **period of insurance**.

This extension shall not apply in respect of:

- a) the cost of replacing, reinstating, rectifying or erasing any personal **data**;
- b) any cost relating to the investigation of a **data** breach, or any obligation to report a **data** breach to the Information Commissioner's Office or any other supervisory authority or other regulator or to **data** subjects;
- c) liability caused by or arising from a deliberate act by or omission of any party entitled to indemnity under this **policy**, the effect of which would knowingly result in liability under the DPA, or any subsequent amending or replacement legislation, or the GDPR;
- d) claims which arise out of circumstances that are notified to any previous **insurer** or known **you** at inception of this **policy**;
- e) liability for which indemnity is provided under any other insurance; or
- f) claims or prosecutions brought against the **you** outside the Courts of the **United Kingdom**.

11.2.6 Statutory defence costs including Health and Safety at Work, etc. Act 1974

We will, with **our** prior consent, indemnify **you** and at **your** request, any additional **insured person**, in respect of **costs and expenses** reasonably incurred in defending:

- a) any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought; and / or
- b) any alleged breach of statutory duty under the Protection from Harassment Act 1997; and/or

- c) allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against **you** or any additional **insured person**;

provided that the prosecution or proceedings relate to:

- i) an offence alleged to have been committed during the **period of insurance** and in the course of **business**;
- ii) **bodily injury** to or potential **bodily injury** to **employees** including their health, safety and welfare;

and, **we** will also pay:

- iii) the **costs and expenses** of appeal including appeal against improvement and prohibition notices incurred with **our** written consent;
- iv) prosecution costs awarded against **you**;

but the indemnity by this clause excludes and does not cover any amount (including **defence costs**):

- v) for which **you** or any additional **insured person** are entitled to indemnity by any other legal expenses, motor or employment protection **policy**;
- vi) in respect of allegations provided by this clause (statutory defence costs) but not those relating to prosecution costs (clause viii below) or manslaughter, corporate manslaughter or corporate homicide (clause vii below), in excess of a **sub-limit of indemnity** of £1,000,000, any one claim or series of claims arising out of the same prosecution or proceedings.
- vii) in respect of allegations of manslaughter, corporate manslaughter or corporate homicide (manslaughter defence costs), in excess of a **sub-limit of indemnity** of £1,000,000, any one claim or series of claims arising out of the same prosecution or proceedings.
- viii) in respect of prosecution costs (prosecution costs) in excess of a **sub-limit of indemnity** of £1,000,000, any one claim or series of claims arising out of the same prosecution or proceedings.

11.2.7 Unsatisfied court judgments

In the event of **bodily injury** caused during the **period of insurance**, within the **territorial limits** and sustained by an **employee** in the course of employment by **you** in the course of the **business** which results in a judgement for **damages** being obtained by such **employee** or his personal **representatives** and which remains unsatisfied in whole or in part six (6) months after the date of such judgement, **we** will at **your** request pay to the **employee** or his personal **representatives** the amount of any such **damages** and any awarded costs to the extent that they remain unsatisfied provided that:

- a) the judgement for **damages** is obtained
 - i) in a court of law within the **United Kingdom**;
 - ii) against a company partnership or individual other than **you** conducting **business** at or from **premises** within the **territories** described in 11.2.7 a) i);
- b) there is no appeal outstanding;
- c) the judgement relates to **bodily injury** which would otherwise be within the terms of the **policy**;
- d) if any payment is made under the terms of this extension the **employee** or the personal **representatives** of the **employee** shall assign the judgment to **us**.

11.3 Employers' liability - Exclusions

11.3.1 Vehicles

This **section** excludes and does not cover liability for **bodily injury** sustained by an **employee** when the **employee** is:

- a) being carried in or upon a vehicle; or
- b) entering or getting onto or alighting from a vehicle

in circumstances where insurance or security is required to be effected by the **insured** to comply with the Road Traffic Act 1988 as amended by The Motor Vehicles (Compulsory Insurance) Regulations 1992 or any alteration to such regulations or any similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands or to any other **territory** consequent on the Third Council Directive 90/232/EEC of 14/05/1990 relating to insurance against civil liability in respect of the use of motor vehicles;

11.3.2 **Radioactive contamination**

So far as concerns the liability of any principal or liability assumed by **you** under agreement and which would not have attached in the absence of such agreement this **section** excludes and does not cover liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

11.3.3 **Offshore work**

This **section** excludes and does not cover liability arising from or caused by work **offshore**.

12 Section I - Public and products liability

12.1 Public and products liability coverage

12.1.1 **We** will indemnify **you** against all sums that **you** shall become legally liable to pay as damages and claimant's cost in respect of accidental:

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

occurring during the **period of insurance**

- i) within the **territorial limits**;
- ii) in the course of the **business**; or
- iii) caused by the **products**;

but excluding liability arising from or caused by **pollution**.

12.1.2 **Pollution coverage**

Further **we** will indemnify **you** against all sums that **you** shall become legally liable to pay as **damages** and claimant's cost in respect of accidental:

- a) **bodily injury** to any person;
- b) **damage** to tangible **property**;
- c) denial of access;

arising out of or from **pollution** occurring during the course of **business** provided that the **pollution** is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **period of insurance**.

12.1.3 **Limit of indemnity**

Our liability for all **damages** payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the limit of indemnity stated in the schedule but this limit of indemnity shall be the maximum amount payable in any one **period of insurance** in respect of liability arising from or caused by:

- a) **products**; or
- b) **pollution**

For the avoidance of doubt **costs and expenses** are payable in addition to the limit of indemnity except as provided for in clause 12.1.4.

12.1.4 **USA and Canada**

Insofar as this **policy** applies to legal liability arising in the United States of America or Canada or if an action for **damages** is commenced therein or if any subsequent action in connection therewith is brought elsewhere in the world **our** liability in respect of all **damages** payable, claimant's costs and all other **costs and expenses** incurred with **our** written consent shall not exceed the limit of indemnity;

12.2 Public and products liability - Cover extensions

12.2.1 **Additional persons insured**

- a) In the event of the death of any person entitled to indemnity under this **section**, **we** will indemnify in the terms of this **policy** the deceased's legal personal **representatives** but only in respect of liability incurred by such deceased person;
- b) At **your** request **we** will indemnify in the terms of this section:

- i) any principal in respect of liability arising out of the performance by **you** of any agreement entered into by **you** with the principal to the extent required by such agreement;
- ii) any director of **yours** or **employee** in respect of liability arising in connection with the **business**, provided that **you** would have been entitled to indemnity under the **section** if the claim had been made against **you**;
- iii) any officer, committee or member of **your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
- iv) any director or senior official of **yours** in respect of private work undertaken by any **employee** for such director or senior official

provided that:

- I) each person indemnified by this clause shall as though he were **insured** observe fulfil and be subject to the terms of this **policy** insofar as they can apply;
- II) **we** shall retain the sole conduct and control of all claims;
- III) where **we** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of **damages** shall not exceed the limit of indemnity.

12.2.2 Compensation for court attendance

In the event of any of the under-mentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this **section**, **we** shall provide compensation to **you** at the following rates per day for each day on which attendance is required:

- a) any of **your** directors or partners £500
- b) any **employee** £250

12.2.3 Contingent motor liability

Notwithstanding exclusion at 12.3 d) of this **section**, **we** shall indemnify **you** against legal liability in respect of **bodily injury** or **damage** arising out of the use in connection with the **business** of any motor vehicle not owned or provided by **you**.

The indemnity will not apply to legal liability:

- a) in respect of **damage** to such vehicle or to goods conveyed therein or thereon;
- b) in respect of **bodily injury** or **damage** arising while such vehicle is being:
 - i) driven by **you**;
 - ii) driven with **your** general consent or of **your representative** by any person who to **your** knowledge or **your representative** knowledge does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence;
 - iii) used elsewhere than in the **United Kingdom**;
- c) in respect of which **you** are entitled to indemnity under any other insurance.

12.2.4 Contractual liability

Where any contract or agreement entered into by **you** so requires **we** will:

- a) indemnify **you** against liability arising in connection with and assumed by **you** by virtue of such contract or agreement but only so far as concerns liability as defined in this **section**; and
 - b) waive rights of subrogation against any party specified in the contract or agreement;
- provided that:
- i) **you** shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this insurance so far as they can apply;
 - ii) **we** shall retain the sole conduct and control of all claims.

12.2.5 Cross liabilities

If more than one **insured** is referred to in the **policy** schedule this **section** shall apply to each one as if a separate **policy** had been issued to each provided that the total amount of indemnity payable to all parties in respect of **damages** shall not exceed the limit of indemnity.

12.2.6 Data Protection

We will indemnify **you** and, if **you** so require, any director, partner or **employee** in respect of their liability to pay:

- a) any valid compensation in respect of **damage** or distress under **section** 13 of Part II of the Data Protection Act 1998 ('DPA'), or any equivalent provision under any subsequent amending or replacement legislation; or in respect of material or non-material **damage** under Article 82 of the General Data Protection Regulation ('GDPR'), and any associated **defence costs**; and
- b) **defence costs** in relation to a prosecution brought under the DPA, any subsequent amending or replacement legislation or the GDPR and incurred with **our** prior written consent,

in relation to claims brought by any person not being a director, partner or **employee** first occurring, or prosecutions commenced, during the **period of insurance**.

This extension shall not apply in respect of:

- a) the cost of replacing, reinstating, rectifying or erasing any personal **data**;
- b) any cost relating to the investigation of a **data** breach, or any obligation to report a **data** breach to the Information Commissioner's Office or any other supervisory authority or other regulator or to **data** subjects;
- c) liability caused by or arising from a deliberate act by or omission of any party entitled to indemnity under this **policy**, the effect of which would knowingly result in liability under the DPA, or any subsequent amending or replacement legislation, or the GDPR;
- d) claims which arise out of circumstances that are notified to any previous **insurer** or known to **you** at inception of this **policy**;
- e) liability for which indemnity is provided under any other insurance; or
- f) claims or prosecutions brought against the **you** outside the Courts of the **United Kingdom**.

Our maximum liability during the **period of insurance** in respect of all claims under this extension shall not exceed the sub-limit of £500,000 which amount shall be inclusive of all **defence costs** and the maximum payable any one claim and in the aggregate, and shall be part of and not in addition to the limit of indemnity specified in the schedule.

12.2.7 Defective premises Act

We will indemnify **you** in respect of **bodily injury** or **damage** to **property** which **you** may incur as owner by virtue of the Defective Premises Act 1972 in connection with any **premises** which have been disposed of by **you** and which prior to disposal were occupied by **you** in connection with the **business**, provided that **we** shall not be liable for:

- a) any liability for which **you** are entitled to indemnity under any other **policy** of insurance;
- b) **bodily injury** or **damage** happening prior to such disposal;
- c) the cost of repairing, replacing or reinstating any defect giving rise to such claim or for the rectification of faulty workmanship.

12.2.8 Overseas personal liability

We shall indemnify **you** and if **you** so request any director or partner of **yours** or any **employee** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside the **United Kingdom** in the course of the **business**.

The indemnity provided by this clause will not apply to legal liability:

- a) arising out of the ownership or occupation of land or buildings;

- b) in respect of which any person referred to above is entitled to indemnity under any other insurance.

12.2.9 **Statutory defence costs including Health and Safety at Work, etc. Act 1974**

We will, with **our** prior consent, indemnify **you** and at **your** request, any additional **insured person**, in respect of **costs and expenses** reasonably incurred in defending:

- a) any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought; and / or
- b) any alleged breach of statutory duty under the Protection from Harassment Act 1997; and/or
- c) allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against **you** or any additional **insured person**;

provided that the prosecution or proceedings relate to:

- i) an offence alleged to have been committed during the **period of insurance** and in the course of **business**;
- ii) **bodily injury** to or potential **bodily injury** to persons other than **employees** including their health, safety and welfare;

and, **we** will also pay:

- iii) the **costs and expenses** of appeal including appeal against improvement and prohibition notices incurred with **our** written consent;
- iv) prosecution costs awarded against **you**;

but the indemnity by this clause excludes and does not cover any amount (including **defence costs**):

- i) for which **you** or any additional **insured person** are entitled to indemnity by any other legal expenses, motor or employment protection **policy**;
- ii) in respect of allegations provided by this clause (statutory defence costs) but not those relating to prosecution costs (clause viii below) or manslaughter, corporate manslaughter or corporate homicide (clause vii below), in excess of a **sub-limit of indemnity** of £1,000,000, any one claim or series of claims arising out of the same prosecution or proceedings.
- iii) in respect of allegations of manslaughter, corporate manslaughter or corporate homicide (manslaughter defence costs), in excess of a **sub-limit of indemnity** of £1,000,000, any one claim or series of claims arising out of the same prosecution or proceedings.
- iv) in respect of prosecution costs (prosecution costs) in excess of a **sub-limit of indemnity** of £1,000,000, any one claim or series of claims arising out of the same prosecution or proceedings.

For the avoidance of doubt the under noted statutes, whilst not exhaustive, are included within the statutes or regulations contemplated for which **defence costs** are insured by this clause:

- a) Health and Safety at Work, etc. Act 1974, but only sections 2 to 8,
- b) Health and Safety at Work (Northern Ireland) Order 1978,
- c) The Trade Description Act 1968
- d) Part II of the Consumer Protection Act 1987
- e) Part II of the Food Safety Act 1990.

12.2.10 **Tenants liability**

If the **premises** are leased, let, rented, hired or lent to **you**, exclusion 12.3 b) ii) of this **section** shall not apply provided that the indemnity will not apply to legal liability in respect of:

- a) **damage** arising under agreement unless liability would have attached to **you** in the absence of such agreement;
- b) the first £100 of any claim caused otherwise than by fire or explosion;
- c) **damage** caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on **your** behalf.

In addition **we** will indemnify **you** for legal liability in respect of all sums which **you** may be legally liable to pay as tenant for the cost of repairing accidental **damage** to cables and underground pipes and drains (and their inspection covers) on the **premises** or connecting them to the public mains.

12.3 Public and products liability - Exclusions

The insurance by this **section** excludes and does not cover liability for any claim in respect of:

- a) **bodily injury** to any **employee**;
- b) **damage** to:
 - i) **property** belonging to **you**;
 - ii) **property** which is leased let rented hired or lent to or which is the subject of a bailment to **you**;
- c) the costs of remedying any defect or alleged defect in land or **premises** sold or disposed of by **you** or for any reduction in value thereof;
- d) the ownership possession or use by or on **your** behalf of any craft (air or waterborne) or mechanically-propelled vehicles (including power assisted cycles) other than mechanically-propelled garden implements used within the grounds of the **premises**;
- e) work on **offshore** installations;
- f) any liability for **injury** or **damage** arising out of or in connection with or in consequence of:
 - i) advice, design, formula, specification, inspection, certification, treatment or testing, medical prescription, provided or performed by **you** for a fee of for which **you** would normally charge a fee
 - ii) any breach of **your** professional duty or any error or omission in any medical advice, examination, prescription or treatment (including the making up, dispensing, supply, or exchange of any drugs, medicines, hypodermic needles or medical supplies or equipment of any kind) (other than the provision of first aid)
- g) work away from the **premises** other than commercial duties collection or delivery work;
- h) any action for **damages** brought in a Court of Law of any **territory** outside the **United Kingdom** in which **you** have a branch or subsidiary or is represented by a party domiciled in such **territory** or by a party holding **your** Power of Attorney;
- i) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by **you** in connection with any **products** supplied and which would not have attached in the absence of such warranty or guarantee;
- j) the first £250 of each and every claim for **damage to property**;
- k) **bodily injury**, **damage** or **pollution** caused by or in connection with anything sold or supplied by **you** or which to **your** knowledge are directly or indirectly exported to the United States of America or Canada;
- l) liquidated **damages**, fines or penalties, punitive **damages**, aggravated **damages**, any additional **damages** resulting from the multiplication of compensatory **damages**;
- m) anything (other than the **products**) that **you** have sold or supplied;
- n) or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials.

12.4 Other Public and products liability terms and conditions

12.4.1 Discharge of liability

- 12.4.2 **We** may pay the limit of indemnity or any lesser amount for which any claim or claims against **you** can be settled and **we** shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

13 Section J - Legal expenses

13.1 Legal expenses cover

- 13.1.1 This **section** will cover the **person insured** in respect of any insured incident arising in connection with the **business** shown in the schedule provided that:
- a) the **date of occurrence** of the insured incident happens during the **period of insurance** and within the **territorial limit**; and
 - b) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
 - c) in civil claims it is always more likely than not that a **person insured** will recover **damages** (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.
- 13.1.2 For all insured incidents, **we** will help in appealing or defending an appeal as long as the **person insured** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay any **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
- 13.1.3 If a **representative** is used, **we** will pay the **costs and expenses** incurred for this.
- 13.1.4 **We** will pay compensation awards that **we** have agreed to.
- 13.1.5 The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the limit of indemnity in the schedule.

13.2 Employment disputes and compensation awards

13.2.1 Employment disputes

We will defend **your** legal rights:

- a) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an **employee**; or
- b) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- c) in legal proceedings in respect of any dispute with:
 - i) an **employee** or ex-**employee** or a trade union acting on behalf of an **employee** or ex-**employee** which arises out of, or relates to, a contract of employment with **you**; or
 - ii) an **employee**, prospective **employee** or ex-**employee** arising from an alleged breach of their statutory rights under employment legislation.

13.2.2 Compensation awards

We will pay:

- a) any basic and compensatory award; and/or
- b) an order for compensation following a breach of **your** statutory duties under employment legislation;

in respect of a claim **we** have accepted under clause 13.2.1.

Provided that:

- a) in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
 - i) followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service; or
 - ii) followed equivalent codes of practice issued by the labour relations agency in Northern Ireland; or
 - iii) sought and followed advice from **our** legal advice service.

- b) for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date when **you** should have known about the employment dispute.
- c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** claims department prior to serving notice of redundancy.
- d) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.
- e) the total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.

13.2.3 **Service Occupancy**

We will negotiate for **your** legal rights against an **employee** or ex-**employee** to recover possession of **premises** owned by, or for which **you** are responsible.

13.3 **Legal defence**

At **your** request

13.3.1 **We** will defend the **person insured's** legal rights:

- a) prior to the issue of legal proceedings when dealing with the:
 - i) police;
 - ii) health and safety executive and/or local authority health and safety enforcement officer;

where it is alleged that the **person insured** has or may have committed a criminal offence; or

- b) following an event which leads to the **person insured** being prosecuted in a court of criminal jurisdiction; or
- c) if civil action is taken against the **person insured** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **person insured** under section 13 of the Data Protection Act 1998.

13.3.2 **We** will defend **your** legal rights following civil action taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

13.3.3 **We** will defend the **person insured's** (other than **your**) legal rights if:

- a) an event arising from their work as an **employee** leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
- b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **your employees**.

13.3.4 **We** will represent the **person insured** in appealing against the imposition or terms of any statutory notice issued under legislation affecting **your business**.

13.3.5 **We** will represent **you** in appealing against the refusal of the information commissioner to register **your** application for registration.

13.3.6 **We** will pay the attendance expenses of a **person insured** for jury service. Provided that:

- a) in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the act applies;
- b) at the time of the insured incident **you** have registered with the information commissioner in respect of clause 13.3.1 c).

13.4 Statutory licence protection

We will represent **you** in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **your** licence, mandatory registration or British standard certificate of registration.

13.5 Property protection and bodily injury

13.5.1 Property protection

We will negotiate for **your** legal rights in any civil action relating to material **property** which is owned by **you**, or is **your** responsibility, following:

- a) any event which causes physical **damage** to such material **property**; or
- b) any nuisance or trespass.

13.5.2 Bodily injury

At **your** request, **we** will negotiate for a **person insured's** and their family members' legal rights following an event which causes the death of, or **bodily injury** to them.

13.6 Tax protection

13.6.1 Full or aspect enquiries

We will negotiate on **your** behalf in respect of a **full enquiry** and/or aspect enquiry and represent **you** in any subsequent appeal proceedings.

13.6.2 Employers' compliance

We will negotiate on **your** behalf and represent **you** in any appeal proceedings in respect of a dispute concerning **your** compliance with pay as **you** earn or social security regulations following a review by HM Revenue & Customs.

13.6.3 VAT disputes

We will negotiate on **your** behalf and represent **you** in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of value added tax due.

Provided that under clause 13.6:

- a) for all **insured** incidents, **you** have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed; and
- b) **we** will not pay more than £2,000 for claims in respect of aspect enquiries.

13.7 Contract disputes (Your schedule will indicate if this is operative)

We will negotiate for **your** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services provided that:

- a) the amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, **you** will be responsible for the first £500 of legal costs in each and every claim.
- b) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250.
- c) if the dispute relates to **money** owed to **you**, a claim under this **section** is made within ninety (90) days of the **money** becoming due and payable.

13.8 Specific Legal expenses limitations and exclusions

This **section** excludes and does not cover:

13.8.1 Employment disputes and compensation awards

a) Employment disputes

- i) Any employment dispute where the cause of action arises within the first ninety (90) days of the indemnity provided by this **section**.

- ii) Any dispute with an **employee** who was subject to a written or oral warning (formal or informal) within one hundred and eighty (180) days immediately preceding the inception date of the indemnity provided by this **section** if the **date of occurrence** was within the first one hundred and eighty (180) days of the indemnity provided by this **section**.
 - iii) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first one hundred and eighty (180) days of the indemnity provided by this **section**.
 - iv) Any claim in respect of **damages** for personal **injury** or loss of or **damage** to **property**.
 - v) Any claim arising from or relating to any transfer of **business** which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.
- b) **Compensation awards**
- i) Any compensation award relating to the following:
 - I) trade union activities, trade union membership or non-membership;
 - II) pregnancy or maternity rights;
 - III) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - IV) statutory rights in relation to trustees of occupational pension schemes;
 - V) statutory rights in relation to Sunday shop and betting work.
 - ii) Non-payment of **money** due under the relevant contract of employment or statutory provision relating thereto.
 - iii) Any award ordered because **you** have failed to provide relevant records to **employees** under the National Minimum Wage laws.
 - iv) Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.
- c) **Service occupancy**
- Any claim relating to defending **your** legal rights other than defending a counter-claim.

13.8.2 **Legal defence**

Any claim which leads to the **person insured** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

13.8.3 **Statutory licence protection**

- a) An original application or application for renewal of a statutory licence, mandatory registration or British standard certificate of registration.
- b) Any licence appeal relating to the ownership, driving or use of a motor vehicle.

13.8.4 **Property protection and bodily injury**

a) **Property Protection**

Any claim relating to the following:

- i) a contract entered into by **you**;
- ii) goods in transit or goods lent or hired out;
- iii) goods at **premises** other than those occupied by **you** unless the goods are at such **premises** for the purpose of installations or use in work to be carried out by **you**;
- iv) mining subsidence;
- v) defending **your** legal rights other than in defending a counter-claim;
- vi) a motor vehicle owned or used by, or hired or leased to a **person insured** other than **damage** to motor vehicles where **you** are engaged in the **business** of selling motor vehicles.

b) **Bodily injury**

Any claim relating to the following:

- i) any illness or **bodily injury** which develops gradually or is not caused by a specific or sudden **accident**; or
- ii) defending a **person insured's** or their family members' legal rights other than in defending a counter-claim; or
- iii) a motor vehicle owned or used by, or hired or leased to a **person insured** or their family members.

13.8.5 Tax protection

- a) In respect of aspect enquiries the first £200 of **costs and expenses** in each and every claim.
- b) Any insured incident arising from a tax avoidance scheme.
- c) Any insured incident caused by **your** failure to register for value added tax.
- d) Any insured incident arising from any investigation or enquiries undertaken by HM Revenue & Customs special investigations section or special civil investigations or the Revenue & Customs prosecution office.
- e) Any insured incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

13.8.6 Contract disputes

- a) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this **section** if the **date of occurrence** is within the first ninety (90) days of the indemnity provided by this **section**.
- b) Any claim relating to the following:
 - i) the settlement payable under an insurance **policy**;
 - ii) a lease, licence or tenancy of land or buildings other than a dispute with professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - iii) a loan, mortgage, pension or any other financial **product** and choses in action;
 - iv) a motor vehicle owned by, or hired or leased to, **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the **business** of selling motor vehicles.
- c) A dispute with an **employee** or ex-**employee** which arises out of, or relates to, a contract of employment with **you**.
- d) A dispute which arises out of the:
 - i) sale or provision of computer hardware, software, systems or services; or
 - ii) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification.
- e) A dispute arising from a breach or alleged breach of professional duty by a **person insured**.
- f) The recovery of **money** and interest due from another party other than disputes where the other party intimates that a defence exists.

13.9 General legal expenses limitations and exclusions

This **section** excludes and does not cover:

- 13.9.1 Any claim reported to **us** more than one hundred and eighty (180) days after the date the **person insured** should have known about the **insured** incident.
- 13.9.2 **Costs and expenses** incurred before the written acceptance of a claim by **us**.
- 13.9.3 Fines, penalties, compensation or **damages** which the **person insured** is ordered to pay by a court or other authority other than compensation awards as covered under clause 13.2.2 Compensation awards and clause 13.3 Legal defence.
- 13.9.4 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual **property**, secrecy and confidentiality agreements.

- 13.9.5 Any claim relating to franchise or agency agreement entered into by **you**.
- 13.9.6 Any insured incident deliberately or intentionally caused by a **person insured**.
- 13.9.7 A dispute with **us** not otherwise dealt with under clause 13.10.17.
- 13.9.8 Any claim relating to a shareholding or partnership share in the **insured** unless such shareholding was acquired under a scheme open to all **employees** of the **insured** or a substantial number of them of a certain minimum grade other than the directors or partners of the **insured**.
- 13.9.9 Judicial review.
- 13.9.10 Any claim caused by, contributed to by or arising from:
- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c) **war**, invasion, foreign enemy hostilities (whether **war** is declared or not), civil **war**, rebellion, revolution, military force or coup;
 - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 13.9.11 Legal action a **person insured** takes which **we** or the **representative** have not agreed to or where the **person insured** does anything that hinders **us** or the **representative**.
- 13.9.12 When either at the commencement of or during the course of a claim, **you** are bankrupt or have filed a bankruptcy petition or winding-up petition, or have made an arrangement with **your** creditors, or have entered into a deed of arrangement or are in liquidation or part or all of **your** affairs or **property** are in the care or control of a receiver or administrator.
- 13.9.13 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

13.10 Legal expenses other terms and conditions

- 13.10.1 A **person insured** must:
- a) keep to the terms and conditions of this **policy**;
 - b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
 - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - d) try to prevent anything happening that may cause a claim;
 - e) send everything **we** ask for, in writing;
 - f) give **us** full details of any claim as soon as possible and give **us** any information **we** need.
- 13.10.2 **We** can take over and conduct in the name of the **person insured**, any claim or legal proceedings at any time.
- 13.10.3 **We** can negotiate any claim on behalf of a **person insured**.
- 13.10.4 **We** will choose the **representative** to represent a **person insured** in any proceedings where **we** may be liable to pay a compensation award. In any other case a **person insured** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
- a) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of a **person insured** in those proceedings; or
 - b) there is a conflict of interest
- 13.10.5 Before a **person insured** chooses a lawyer or an accountant, **we** can appoint a **representative**.

- 13.10.6 A **representative** will be appointed by **us** and represent a **person insured** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
- 13.10.7 **We** will have direct contact with the **representative**.
- 13.10.8 A **person insured** must co-operate fully with **us** and with the **representative** and must keep **us** up-to-date with the progress of the claim.
- 13.10.9 A **person insured** must give the **representative** any instructions that **we** require.
- 13.10.10 A **person insured** must tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent.
- 13.10.11 If a **person insured** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- 13.10.12 **We** may decide to pay the **person insured** the amount of **damages** that the **person insured** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 13.10.13 If **we** ask, a **person insured** must tell the **representative** to have **costs and expenses** taxed, assessed or audited.
- 13.10.14 A **person insured** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
- 13.10.15 If a **representative** refuses to continue acting for **you** with good reason or if **you** dismiss a **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
- 13.10.16 If a **person insured** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
- 13.10.17 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **we** and the **person insured** can choose a suitably qualified person to arbitrate. **We** and the **person insured** must both agree to the choice of this person in writing. Failing this **we** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
- 13.10.18 **We** may at **our** discretion require **you** to obtain an opinion from counsel at **your** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.
- 13.10.19 **We** will not pay any claim covered under any other **policy**, or any claim that would have been covered by any other **policy** if this **policy** did not exist.
- 13.10.20 This **section** will be governed by English law.
- 13.10.21 All Acts of Parliament within this **section** shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

14 General exceptions

14.1 Communicable disease

Regardless of any provision to the contrary, the **policy** excludes any amount for which the **insurer** would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:

- a) a **communicable disease**;
- b) the fear or threat (whether actual or perceived) of a **communicable disease**;
- c) the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of a **communicable disease**; or
- d) the **insured's** actual or alleged non-compliance with any advice, guidance, regulation, order, decree or law issued by a **public authority** in response to a **communicable disease**.

This exclusion shall not apply in respect of and to the extent of the indemnity provided by the;

- e) 'Notifiable disease, murder or suicide, food or drink poisoning' extension of the **policy**;
- f) Personal Accident **Section**;
- g) Employer's Liability **Section**;
- h) Public and Products Liability **Section**; and
- i) Legal Expenses **Section**.

14.2 Cyber Risks

14.2.1 The **policy** excludes:

- a) 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 any of the following:
 - i) 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 of such acts, involving access to, processing of, use of or operation of any **computer equipment**;
 - ii) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer equipment**; or
 - iii) 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 equipment**,

including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any of the above acts; and

- b) any loss, **damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **electronic data**, including any amount pertaining to the value of such **electronic data**,

regardless of any other cause or event contributing concurrently.

14.2.2 The above exclusion shall not apply to:

- a) any claim, loss or **damage** caused by or arising out of:
 - i) accidental **damage**, loss or destruction to **property insured** which would otherwise be indemnified by the 'Computer breakdown' **section**; and
 - ii) an **act of terrorism** to your **property insured**,

for which cover is expressly provided elsewhere in the **policy** and shown as 'operative' in the schedule.

14.3 Date recognition

This **policy** excludes and does not cover any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment, **data**, processing, service, **product**, microchip, micro processor, integrated circuit, embedded chip or similar device, computer, software, program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the year 2000:

- 14.3.1 correctly to recognise any date as its true calendar date;
- 14.3.2 to capture save or retain and/or correctly to manipulate interpret or process any **data** or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- 14.3.3 to capture save or retain or correctly to process any **data** as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of **data** or the inability to capture save retain or correctly to process such **data** on or after any date but this shall not exclude in respect of **section A** – Contents; **section B** - All Risks – Specified business equipment; **section C**- Buildings and **section E** - Business interruption subsequent **damage** not otherwise excluded which itself results from fire, lightning, explosion, theft, aircraft or other aerial devices or articles dropped therefrom riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal provided such contingency is **insured** by the **section**.
- 14.3.4 This exception is not applicable to **section H** – Employers' liability

14.4 Electrical plant

Except in respect of claims arising under **sections F, H and I** this **policy** excludes and does not cover any **damage** to or destruction of any electrical plant or electrical appliance i.e. dynamo, transformer, motor or other working electrical machinery apparatus or fittings directly caused by its own over-running, short-circuiting, excessive pressure or self-heating but should fire extend to and **damage** or destroy any other part of the plant or appliances or other **property insured** hereby such **damage** or destruction is not excluded by the **policy**.

14.5 Heat processes

Except in respect of claims arising under **sections F, H and I** this **policy** excludes and does not cover any **damage** to **property insured** due to its undergoing any process necessarily involving application of heat.

14.6 Northern Ireland

Except in respect of claims arising under **sections F, H and I** this **policy** excludes and does not cover any **damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of:

- 14.6.1 riot, civil commotion and (except in respect of **damage** by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons;
- 14.6.2 **Terrorism**.
In any action suit or other proceedings where **we** allege that by reason of this exclusion any **damage** is not covered by this **policy** the burden of proving that such **damage** is covered shall be upon **you**.

14.7 Nuclear risks

Except in respect of claims admissible under **section H** this **policy** excludes and does not cover any:

- 14.7.1 **damage** to any **property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;

- 14.7.2 any legal liability of whatsoever nature;
- 14.7.3 any sum which **you** become legally liable to pay or any loss or expense;
directly or indirectly caused by or contributed to by or arising from or, in the case of 14.5.1 above, attributable to:
- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

14.8 Pressure waves

This **policy** excludes and does not cover any **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

14.9 Requisition or confiscation of property

This **policy** excludes and does not cover any **damage** occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority.

14.10 War and terrorism

Except in respect of claims arising under **sections F, H and I** this **policy** excludes and does not cover any **damage** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:

- 14.10.1 any act of **war** or **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- 14.10.2 any action taken in controlling preventing suppressing or in any way relating to any act of **war** or **terrorism**.
If **we** allege that by reason of this exception any **damage** cost or expense is not covered by this **policy** the burden of proving the contrary shall be upon **you**.

14.11 War, political risk and terrorism limitation applicable only to section H – Employers' liability

- 14.11.1 **Section H** excludes and does not cover any liability which arises directly or indirectly out of or caused by **war** or **terrorism** except that this exclusion shall not apply to the first £5,000,000 of any liability for an act of **war** or **terrorism** provided that **our** maximum liability will not exceed £5,000,000 in respect of:
- a) any one claim against **you** or series of claims against **you**; and
 - b) any claim or series of claims made by **you** under **section H**;
- arising out of one **occurrence**.

14.12 War and terrorism cover amendment clause applicable only to section I - Public and products liability

- 14.12.1 **Section I** excludes and does not cover any liability which arises directly or indirectly out of or caused by **war** or **terrorism** except that this exclusion shall not apply to the first £2,000,000 (in the aggregate) of any liability for an act of **war** or **terrorism** provided that:
- a) **our** maximum liability will not exceed £2,000,000 in the aggregate during any one **period of insurance**; and
 - b) notwithstanding the indemnity granted at the above paragraph this **policy** excludes and does not cover liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of **war** or **terrorism** or any action taken in controlling preventing suppressing or in any way relating to **terrorism**;
 - i) arising by through or in connection with:
 - l) the provision of police, fire or security services of any kind

- II) any public or private utility including telecommunications, electricity, gas, water, radio and television;
- III) public transport services whether rail, road, sea or air.
- ii) arising out of the ownership operation or occupation of or work in at or on:
 - I) airports, airfields, ports, rail or underground stations freight or passenger terminals;
 - II) government, military or local authority establishments;
 - III) buildings of more than twenty (20) floors in height including basements and underground car parks;
 - IV) facilities for the manufacture processing, refining, distribution or storage of liquid or gaseous fuel, oil, petrochemical, chemicals, explosives or ammunition;
 - V) tunnels, bridges, viaducts, aqueducts, dams, river or sea defences;
 - VI) schools, colleges, universities, or places of education or religious worship;
 - VII) sports, stadiums, theatres or entertainment, arenas, amusement, parks, exhibition or conference halls.

15 Claim procedure

15.1 Claim notification - All sections except section J

- 15.1.1 On the happening of any event which may give rise to a claim **you** must:
- a) notify **us** immediately;
 - b) inform the police immediately if the **damage** has been caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances
- 15.1.2 **You** may contact **us** directly or indirectly as follows:
- a) by first advising **your** insurance broker; and/or
 - b) by post to QBE Claims, Acclaim House, Central Park, New Lane, Leeds, LS11 5UF; and/or
 - c) by telephone **us** on **0800 328 9640**; or
 - d) by email to SMEnewclaims@uk.qbe.com

We will be able to deal with **your** claim more effectively and speedily if **you** provide **your** **policy** number on first contact.

15.2 Your duties – All sections except section J

- 15.2.1 On the happening of any event which may give rise to a claim **you** must
- a) give all information and assistance **we** may require;
 - b) not make or allow to be made on **your** behalf any admission offer promise payment of indemnity without **our** written consent;
 - c) take all practicable steps to recover **property** lost and otherwise minimise the claim
 - d) within thirty (30) days or such further time as **we** may allow in writing deliver to **us** a written claim providing at **your** own expense all details proofs and information regarding the cause and amount of **damage** as **we** may reasonably require together with details of any other insurances on any **property insured** by this **policy** and (if demanded) a statutory declaration of the truth of the claim and or any related matters; and
 - e) as regards **section E** within thirty (30) days after the expiry of the **indemnity period** or within such further time as the **we** may in writing allow at **your** own expense deliver to **us** a statement setting out particulars of the claim together with details of all other insurance covering any part of the **damage** or resulting loss of **gross revenue**. **You** shall at **your** own expenses also provide **us** with such books of account and other **business** books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by **us** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claims and any related matter. No claim under this **section E** shall be payable unless the terms of these conditions have been complied with and in the event of non compliance therewith in any respect any payment on account of the claim already made shall be repaid to **us** immediately.
- 15.2.2 In respect of any event which may give rise to a claim under **sections I or H**, **you** must:
- a) immediately forward to **us** every letter claim writ summons and process immediately upon receipt without acknowledgement;
 - b) advise **us** in writing immediately **you** have knowledge of any pending prosecution inquest fatal **accident** or ministry inquiry.

15.3 Claim notification - Section J

To make a claim under **your policy** please telephone **us** on 0117 933 0618. **DAS** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this **policy**, **DAS** will provide **you** with a claim reference number. At this point **DAS** will not be able to confirm that

you are covered but they will pass the information **you** have given to the claims handling teams and explain what to do next.

If **you** would prefer to report **your** claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively **you** can email **your** claim to **us** at newclaims@das.co.uk

Claims are usually handled by a **representative** appointed by **DAS**, but sometimes **DAS** deal with them themselves. Claims outside the **United Kingdom** may be dealt with by other **DAS** offices elsewhere in Europe.

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If **you** do, **DAS** will not pay the costs involved.

16 General conditions

16.1 Arbitration

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

16.2 Basis of contract

Any reference to 'basis of the contract' in this **policy**, in the proposal form (if any) or **statement of fact** is of no effect.

16.3 Confirmation of values at risk

You must provide to **us** at the inception of the **policy** and annually thereafter full details of the declared value as well as the wageroll and **turnover** of the **business**.

16.4 Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the **insured** and both **we** and **you** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

16.5 Contribution

If at the time of any **damage** or liability arising under this **policy** there shall be any other insurance covering such **damage** or liability or any part thereof **we** shall not be liable for more than its proportional share thereof.

16.6 Document management

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

16.7 Duty of fair presentation

You must make a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) in proposing for, or proposing to vary, this insurance.

16.8 Duty of fair presentation – remedies for breach - proposing for this insurance

If **you** or anyone acting on **your** behalf breaches **your** duty of fair presentation then **our** remedies shall be as follows:

- 16.8.1 if such breach is deliberate or reckless, **we** may:
 - a) treat this **policy** as having been terminated from its inception; and
 - b) retain the premium;
- 16.8.2 if such breach is not deliberate or reckless and **we** would not have entered into this **policy** but for the breach, **we** may by notice to **you** treat this **policy** as having been terminated from its inception in which case **we** shall return the premium; and
- 16.8.3 in all other cases if, but for the said breach, **we** would have entered into this **policy** but:
 - a) on different terms (other than terms relating to the premium), **we** may require that this **policy** is treated as if it had been entered into on those different terms from the outset; or
 - b) would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those

circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

16.9 Duty of fair presentation– remedies for breach - variation

If **you** or anyone acting on **your** behalf breaches **your** duty of fair presentation in relation to a variation of this **policy**, **our** remedies shall be as follows:

- 16.9.1 if such breach is deliberate or reckless, **we** may:
 - a) by notice to **you** treat this **policy** as having been terminated from the time when the variation was concluded; and
 - b) retain the premium;
- 16.9.2 if such breach is not deliberate or reckless, and **we** would not have entered into the variation but for the breach, **we** may treat this **policy** as if the variation was never made, in which case **we** shall return any additional premium relating to the variation; and
- 16.9.3 in all other cases if, but for the said breach, **we** would have entered into the variation but:
 - a) on different terms (other than terms relating to the premium), **we** may require that the variation is treated as if it had been entered into on those different terms;
 - b) would have increased the premium by more than **we** did or at all, **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$; or
 - c) would not have reduced the premium by as much as **we** did or at all, **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

16.10 Fraudulent claims

- 16.10.1 If **you** or anyone acting on **your** behalf makes a fraudulent claim under this **policy**, **we**:
 - a) are not liable to pay the claim;
 - b) may recover any part of the claim already paid from the relevant **insured**; and
 - c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the first fraudulent act, in which case **we** are not liable to that **insured** in respect of a relevant event occurring after that time and may retain any premium.
- 16.10.2 These remedies shall not be available against any other entity **insured** under this **policy** that was not implicated in the fraud.

16.11 Late payment of claims

We shall, pursuant to **section** 13A of the Insurance Act 2015, pay any sum due in respect of a valid claim within a reasonable time (which includes a reasonable time to investigate and assess the claim).

16.12 Law applicable to this policy

This **policy** will be governed by and interpreted in accordance with the laws of England and subject to the exclusive jurisdiction of the High Court, London.

16.13 Material changes during the policy period

- 16.13.1 **You** must notify **us** within thirty (30) days of any material change to the **insured**, **your business** or the risks **insured** if indemnity under this insurance is sought in relation to any such change.
- 16.13.2 **We** shall not indemnify **you** for any liability arising out of a material change for which indemnity would otherwise have been available under this insurance unless **we** have provided valid confirmation of cover, whether by an express term of this **policy**, endorsement, written confirmation or otherwise.

16.14 Minimum standards of security

16.14.1 It is a condition precedent to **our** liability for **damage** by theft or any attempt thereat that the following minimum level of security (or alternative security precautions as agreed in writing by **us** whether following a survey or otherwise) is installed at the **premises** and put into effect whenever the **premises** are left unattended:

- a) the final exit door of the **premises** are to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621. A matching boxed striking plate must also be added.
- b) all other external doors and all internal doors giving access to any part of the building not occupied by **you** for the purpose of the **business** are to be fitted with either:
 - i) a mortise deadlock which has 5 or more levers or conforms to BS3621 with a matched boxed striking plate as specified above; or
 - ii) two key operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom.
- c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks.
- d) all opening external basement ground floor and other accessible (accessible being a window that can easily be reached such as a window adjacent to a flat roof or fire escape balconies canopies or down pipes) windows, fanlights, roof lights and skylights are to be fitted with key operated window locks. This requirement does not apply to windows protected by solid steel bars weldmesh or expanded metal grilles securely fixed to the brickwork surrounding the window.
- e) any door or window officially designated a fire exit by a fire authority is excluded from the above requirements. These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times) any additional devices must be approved by the local Fire Prevention Officer.

16.15 Observance

It is a condition precedent to **our** liability under this **policy** that the terms hereof so far as they relate to anything to be done or complied with by **you** are duly and faithfully observed and fulfilled by **you** and by any other person who may be entitled to be indemnified under this **policy**.

16.16 Our right

We shall be entitled:

- a) on the happening of any **damage** to enter any building where such **damage** has happened and to take and keep possession of the **property insured** and to deal with salvage in a reasonable manner and this **policy** shall be proof of leave and licence for such purpose but the **property** may not be abandoned to **us**;
- b) at its option to either:
 - i) repair or replace the **property** or any part of the **property** for which it may be liable under this **policy**; or
 - ii) make payment in **money** to **you** in lieu of such repair or replacement or reinstatement effected as nearly as may be reasonably practicable shall be deemed a complete indemnity under this **policy**;

16.17 Premium Adjustment

In the event of a notification of a material change of the risk by **you**, the annual premium for this insurance will be adjusted and re-calculated. In order to do that, the adjusted annual premium based on the material change of the risk, will be compared against the annual premium charged at inception of the **policy** or the most recent annual premium following any previous adjustment. Where the adjustment in annual premium results in:

- a) an additional charge of less than £20.00, a minimum of £20.00 will be charged to **you**;
- b) a refund of less than £20.00, any such refund will be waived and not processed; and

- c) an additional charge or refund greater than £20.00, this sum will be charged or refunded to **you** in its entirety via **your** intermediary.

Any difference in premium for the unexpired **period of insurance** to be payable or refundable by or to **you** and will be adjusted in accordance to the terms of the **policy**.

16.18 Reasonable precautions

You will take:

- 16.18.1 all reasonable precautions to prevent occurrences which may give rise to **damage**;
- 16.18.2 all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority;
- 16.18.3 immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require.

16.19 Representation

You will act on behalf of all other **insured** parties under this **policy** with respect to the giving and receiving of any notices from **us** or **our representatives** including any notice of cancellation. The payment to **you** of any return premium that may be payable under this **policy** will satisfy **our** obligations to return premium to any other **insured** party.

16.20 Sanction limitation and exclusion

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

16.21 Subrogation

- 16.21.1 Any claimant under this **policy** shall at **our** request and at the expense take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the **insured** before or after any payment **we** may make.
- 16.21.2 **We** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name at **our** own expense and for **our** own benefit any claim for indemnity or **damages** or otherwise.

16.22 Tracing office Database

- 16.22.1 Where **we** provide an indemnity under the Employers' Liability (Compulsory Insurance) Regs. 1998, **we** are required by regulation to maintain a database of all the companies and subsidiary companies covered by such insurance. **We** support and will add details of all company names to the Employers' Liability Tracing Office database.
- 16.22.2 Accordingly it is a condition of this insurance that **you** undertake to supply full details (as required by the Employers' Liability Tracing Office) of the company and all subsidiary companies to **us** at inception of this **policy** and promptly thereafter following acquisition or disposal of any subsidiary company.

17 General definitions and interpretation

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

For **section E** the words and expressions used in **your** books and accounts will have the meaning attached to them herein. Any adjustments implemented in current cost accounting will be disregarded. Further to the extent that **you** are accountable to the tax authorities for value added tax all terms in **section E** will be exclusive of such tax.

17.1 Accident

Accident means a single and unexpected event, which occurs at an identifiable time and place.

17.2 Act of terrorism

17.2.1 For all territories other than England, Wales and Scotland

Act of terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a **section** of the public of any nation by any person or group (s) of persons whether acting alone or on behalf of or in connection with any organisation (s) or government(s) de jure or de facto, and which:

- a) endangers life other than that of the person committing the action; or
- b) involves violence against one or more persons; or
- c) involves **damage to property**; or
- d) creates a risk to health or safety of the public or a **section** of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

17.2.2 For England, Wales and Scotland

Act of terrorism means 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 Her Majesty's government in the **United Kingdom** or any other government de jure or de facto.

17.3 Bodily injury

17.3.1 For all **sections** except **section J** - Legal expenses, bodily injury means death and **injury**, illness or disease whether bodily or mental.

17.3.2 For **section J** - Legal expenses, bodily injury means death or **injury** caused by a specific or sudden **accident**.

17.4 Book debts

Book debts means the total amount of the balances debited to customers in **your** accounts after equitable allowances have been made for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **damage**) to customers' accounts in the period between the commencement of the **period of insurance** and the date of the **damage**.

17.5 Business

Business means the business stated in the schedule including:

- 17.5.1 the provision and management of canteen sports social or welfare organisations for the benefit of **employees** and fire security first aid medical and ambulance services;
- 17.5.2 private work undertaken with **your** prior consent by **employees** for any director or senior official of the **insured**;
- 17.5.3 the ownership maintenance and repair of such **premises**.

17.6 Business hours

Business hours means the period during which the **premises** are open for **business** or are otherwise occupied for **business** purposes by **you** or an authorised **employee**.

17.7 Change of temperature

Change of temperature means the rise or fall in temperatures as a result of:

- 17.7.1 the breaking, distortion or burning out of any part of the unit (excluding its own wiring termination including the plug and fuse) arising from mechanical or electrical defects in the unit occurring while the unit is being used under normal working conditions;
- 17.7.2 non-operation of the thermostatic or automatic controlling devices forming part of the unit;
- 17.7.3 accidental failure of the public electricity supply not occasioned by the deliberate act of any utility undertaking.

17.8 Communicable disease

Communicable disease means any disease which can be transmitted by means of any substance or agent where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation or mutation thereof, whether deemed living or not;
- b) 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
- c) 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 insured**;

regardless of the frequency or severity of an outbreak, or the size of the geographic area in which an outbreak is observed.

17.9 Computer equipment

Computer equipment means all computer equipment including manufacturer installed software, interconnecting wiring, fixed disks, telecommunications equipment and used for the storage and communication of electronically processed **data** that **you** own or **you** lease, hire or rent.

17.10 Computer systems

Computer systems means a computer or other equipment or component or system item which processes stores transmits or receives **data**.

17.11 Costs and expenses

- 17.11.1 For sections H and I costs and expenses means costs and expenses other than claimants costs incurred with **our** written consent in respect of:
- a) any claim which may be the subject of indemnity under **sections H** or **I**
 - b) solicitors' fees incurred with **our** written consent for;
 - i) defence in any Court of Summary Jurisdiction of any proceedings brought against **you** in respect of breach or alleged breach of any statutory duty resulting in **injury**;
 - ii) representation at a Coroners Court or fatal **accident** inquiry in respect of any death which may be the subject of indemnity under **sections H** or **I**.

17.11.2 For **section J** – Legal expenses, costs and expenses means:

a) Legal costs

Legal costs being all reasonable and necessary costs chargeable by the **representative** on a standard basis. Also, the costs incurred by opponents in civil cases if a person **insured** has been ordered to pay them, or pays them with **our** agreement.

b) Accountant's costs

Accountant's costs being a reasonable amount in respect of all costs reasonably incurred by the **representative**.

c) Attendance expenses

Attendance expenses being the **person insured's** salary or wages for the time that the **person insured** is off work to attend any arbitration, court or tribunal hearing at the request of the **representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **person insured's**

The amount **we** will pay is based on the following:

- i) the time the **person insured** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- ii) if the **person insured** works full time, the salary or wages for each whole day equals 1/250th of the **person insured's** yearly salary or wages;
- iii) if the **person insured** works part-time, the salary or wages will be a proportion of the **person insured's** weekly salary or wages.

17.12 Damage

Damage means:

17.12.1 In respect of **Section E** – Business interruption

- a) loss of destruction of or damage caused by an **insured** peril as set in the Coverage-**insured** perils clauses of **Section A** Contents and **Section C** –Buildings
- b) **glass** breakage;

17.12.2 in respect of **Section I** loss of use of tangible **property** that has been lost destroyed or damaged.

17.12.3 In respect of all other **sections**, loss of destruction of or damage to tangible **property**;

17.13 DAS

DAS means DAS Legal Expenses Insurance Company Limited.

17.14 Data

Data means 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.

17.15 Date of occurrence

For **section J** – Legal expenses, date of **occurrence** means:

- 17.15.1 for civil cases (other than under insured incident – 13.6 Tax Protection), the date of occurrence is when the cause of action first accrued;
- 17.15.2 for criminal cases, the date of occurrence is when the person **insured** commenced or is alleged to have commenced to violate the criminal law in question;
- 17.15.3 for licence or registration appeals, the date of occurrence is when the **insured** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the

terms of, refuse to renew or cancel the **insured's** licence or British Standard Certificate of Registration.

17.15.4 for **full enquiries** or aspect enquiries, the date of occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

17.15.5 for Employers' Compliance and Value Added Tax disputes, the date of occurrence is when the relevant authority sends an assessment or written decision to the **insured**.

17.16 Deferment period

Deferment period means the number of consecutive days as stated in the schedule from the date the **insured person** suffers **temporary total disablement** and/or **temporary partial disablement** during which no benefits are payable. The sum of **money** represented by such periods will not contribute towards any claim for benefits under this insurance.

17.17 Denial of service attack

Denial of service attack means any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability 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**.

17.18 Electronic data

means facts, concepts and information converted to a form usable for communication, display, distribution, interpretation or processing by electronic and electromechanical processing or electronically controlled equipment, including programmes, software and other coded instructions for such equipment.

17.19 Eligible insured sections

Eligible insured sections means any **sections** shown as operative on the schedule providing direct insurance cover for the risk of fire and/or explosion (either alone or with other perils) for any of the following heads of cover:

- a) buildings and completed structures;
- b) other **property** (including contents, engineering, contractors and computers)
- c) **business** interruption; or
- d) **book debts**,

provided always that each eligible insured section shall be deemed to be a separate eligible insured section whether the item **insured** is **insured** under separate **policies**, under separate terms of a **policy** or under separate sections of combined or package **policies**.

17.20 Employee

Employee shall mean:

- 17.20.1 any person under a contract of service or apprenticeship with **you**;
- 17.20.2 any person who is hired to or borrowed by **you**;
- 17.20.3 any person engaged in connection with a work experience or training scheme;
- 17.20.4 any labour master or person supplied by him;
- 17.20.5 any person engaged by labour only sub-contractors;
- 17.20.6 any self-employed person working on a labour only basis under **your** control or supervision;
- 17.20.7 any voluntary helper;
while working for **you** in connection with the **business**.

17.21 Empty

Empty means wholly unoccupied, mainly unoccupied or not in use.

17.22 Full enquiry

For **section J** – Legal expenses, full enquiry means an extensive examination by HM Revenue & Customs which considers all aspects of the **insured's** tax affairs, excluding those enquiries which are limited to one or more specific aspects of the **insured's** self assessment and/or corporation tax return.

17.23 Glass

Glass shall mean:

17.23.1 fixed glass in windows doors and fanlights;

17.23.2 glass showcases shelves tops and mirrors;

17.23.3 sanitary fixtures and fittings.

17.24 Gross revenue

Gross revenue means the **money** paid or payable to **you** for work done and for services rendered in course of the **business** at the **premises**.

17.25 Hacking

Hacking means unauthorised access to any **computer system**, whether **your property** or not.

17.26 Increased cost of working

Increased cost of working means the additional costs incurred after **damage** to limit any reduction in **turnover** or revenue, and to maintain normal **business** operations.

17.27 Indemnity period

Indemnity period means the period beginning with the happening of the **damage** and ending not later than the number of months shown in the schedule during which the results of the **business** are affected as a result of the **damage**.

17.28 Injury

Injury means a specific injury which is sustained by the **insured person** during the **period of insurance**, is caused by an **accident**, and within twelve (12) months of the **accident**, solely and independently of any other cause, brings about death or disablement of the **insured person**.

17.29 Insured/you/your

Insured/you/your means the person(s) or company named in the schedule.

17.30 Insured person

Insured person means:

a) **you** or any of **your** principals, directors, partner or **employees**; or

b) any person acting on **your** behalf other than an **employee** of a security company or organisation not being over seventy (70) years of age nor being under sixteen (16) years of age;

but for **section G** insured person means the individual or group (category of person) specified in the schedule (**section G**) to whom **injury** must occur before **we** are liable to make any payment of benefit.

17.31 Insurer/we/our/us

Insurer/we/our/us means:

17.31.1 for **sections A - I**;
QBE UK Limited (registered in England number 01761561; Home State - **United Kingdom**.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct
Authority and the Prudential Regulation Authority; registration number 202842)

17.31.2 for **section J**;
DAS Legal Expenses Insurance Company Limited, whose Head office and registered
address is:
DAS House, Quay Side, Temple Back, Bristol BS1 6NH. tel: 0117 934 2000 fax: 0117 934
2109
Home State - **United Kingdom**. Authorised by the Prudential Regulation Authority and
regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Registration Number 202106.

17.32 Money

Money means both **negotiable money** and **non-negotiable money**.

17.33 Negotiable money

Negotiable money means cash, bank and currency notes, cheques, postal orders, **money**
orders, crossed bankers drafts, current postage stamps, savings stamps and certificates
National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers,
credit card company sales vouchers, credit card counterfoils travellers tickets, phonecards
(excluding phonecards held in stock for resale), VAT purchase receipts, contents of franking
machines and insofar as they are not otherwise **insured** holiday-with-pay stamps and
luncheon vouchers.

17.34 Non-negotiable money

Non-negotiable money means crossed warrants, crossed cheques, crossed giro drafts,
crossed postal and **money** orders, crossed bankers' drafts, crossed National Girobank cash
cheques, premium bonds, savings bonds, stamped National Insurance cards, National
Savings Certificates, VAT purchase invoices, and credit card sales vouchers all belonging to
you or for which **you** have accepted responsibility.

17.35 Notifiable Disease

Notifiable disease means any diseases sustained by a person notifiable under the Health
Protection (Notification) Regulations 2010, but excluding:

- a) Avian Influenza and/or Influenza A (H5N1);
- b) Swine Influenza and/or Influenza A (H1N1);
- c) Severe Acute Respiratory Syndrome (SARS);
- d) any coronavirus (or similar or equivalent virus in the future);
- e) any mutation or variation of d) above;
- f) any coronavirus disease (or similar or equivalent disease in the future);
- g) any epidemic or pandemic which poses a threat to human health or human welfare
whether officially declared an epidemic or pandemic or not; or
- h) any fear or threat of d), e), f) or g) above.

17.36 Nuclear Installation

Nuclear Installation means any installation of such class or description as may be prescribed
by regulations made by the relevant Secretary of State from time to time by statutory
instrument, being an installation designed or adapted for:

- 17.36.1 the production or use of atomic energy;
- 17.36.2 the carrying out of any process which is preparatory or ancillary to the production or use of
atomic energy and which involves or is capable of causing the emission of ionising
radiations; or

- 17.36.3 the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

17.37 Nuclear Reactor

Nuclear reactor means any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

17.38 Occurrence

In respect of **insured section** Terrorism, occurrence means a single loss or series of losses arising out of and directly occasioned by a single event or a single original cause. However, the duration and extent of any single occurrence shall be limited to all individual losses arising in respect of a continuous period of seventy two (72) hours of which the proximate cause is the same **act of terrorism**.

You may choose the date and time when any such period of seventy two (72) hours shall commence provided that no two periods overlap and no period commences earlier than the date and time of the happening of the first recorded individual loss to **you** as a result of the **act of terrorism**.

Should any such seventy two (72) consecutive hour period extend beyond the expiry or cancellation date, **we** shall be liable as if such period had fallen entirely within the **period of insurance** of the **policy**.

17.39 Offshore

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

17.40 Pre-existing condition

Pre-existing condition means illness malady disease physical impairment defect degenerative process or infirmity of the **insured person** existing prior to the **policy** inception date. For the purpose of this definition an illness malady disease physical impairment defect degenerative process or infirmity exists prior to the **policy** inception date if it has been diagnosed by a health care practitioner prior to the **policy** inception date or in the event that it has not been so diagnosed then in the opinion of a health care practitioner the **insured person** could reasonably have been expected to be aware of its existence on the **policy** inception date.

17.41 Period of insurance

Period of insurance means the period shown as such on the schedule which time is taken as Greenwich Mean Time unless otherwise stated.

17.42 Permanent total disablement

Permanent total disablement means irrecoverable disablement arising from **injury** which permanently and totally incapacitates the **insured person** for a continuous period of twelve (12) months, and that as a result of the **injury** the **insured person** is medically determined to **our** satisfaction to have no likelihood of improvement sufficient to participate in his occupation ever again.

17.43 Person insured

For **section J** – Legal expenses, person insured means the **insured** and the directors, partners, managers, **employees** and any other individuals declared to us by the **insured**.

17.44 Phishing

Phishing means any access or attempted access to **data** or information made by means of misrepresentation or deception.

17.45 Policy

Policy means this document, the schedule (including any schedules issued in substitution) and any endorsements attaching to this document or the schedule.

17.46 Pollution

Pollution means:

- 17.46.1 the actual alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time;
- 17.46.2 any cost, expense, claim or suit arising out of any request demand or order as a result of actual alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time that **you** or any other **insured** party test for monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of pollutants.

17.47 Premises

Premises means the buildings and land shown in the schedule being occupied by **you** for the purpose of the **business**.

17.48 Product

Product means any **property** including packaging, containers, labels and instructions for use after it has left **your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced altered, or repaired by or on **your** behalf.

17.49 Property

Property means all property whatsoever, but excluding:

- a) Any land or building which is wholly or partially occupied as a private residence, unless:
 - i) insured under the same contract of direct insurance as the remainder of the building which is not a private residence;
 - ii) not **insured** in the name of an individual; or
 - iii) **insured** in the name of an individual, and the commercial element of the building occupies more than twenty percent (20%) of the building.

For the purpose of this clause, a trustee, beneficiary, executor of a will or sole trader is not deemed to be an individual unless they occupy the **premises** or any part thereof as their own private residence.

- b) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**.

For the purposes of clause 9.2.1, property shall exclude:

- c) any **money**, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
- d) any **data**.

17.50 Property Insured

Property insured means tangible **property** described in the schedule to this **policy** that includes a specific **sum insured** against each or all of them and which is more specifically defined therein.

17.51 Public authority

For the '**Communicable disease**' exclusion of this **policy**, public authority means any national, regional, local or municipal government or any national or international organisation with the responsibility to promote and protect public health.

17.52 Representative

For **section J** – Legal expenses, representative means the lawyer, accountant or other suitably qualified person, who has been appointed to act for a **person insured** in accordance with the terms of this **policy**.

17.53 Section/Insured Section

Section means all or any individually lettered sections of this **policy** that forms part of the insurance contract but only if stated as 'operative' in the schedule.

17.54 Specified losses

Specified losses means:

- a) the cost of reinstatement, replacement or repair in respect of **damage** to or destruction of **property insured by you**; or
- b) the amount of **business** interruption loss suffered directly by **you** by way of loss of or reduction in profits, revenue or **turnover** or **increased cost of working** as a direct result of either **damage** to or destruction of **property** insured as a direct result of denial, prevention or hindrance of access to or use of the **property insured** by reason of an **act of terrorism** causing **damage** to other **property** within one mile of the **property insured** by **you** to which access is affected.

17.55 Specified perils

Specified perils means 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 vessel or vehicle, destruction of, **damage** to or movement of buildings or structures, plant or machinery other than any **computer system**, **data** or **money**.

17.56 Statement of fact

Statement of fact means all and any information supplied to **us** by or on **your** behalf.

17.57 Sum insured

Sum insured means the sum specified as the sum insured in the schedule.

17.58 Temporary partial disablement

Temporary partial disablement means the **insured person** being partially disabled and prevented from attending to the whole of his **business** or occupation as a result of **injury** not being **permanent total disablement**, loss of limbs or sight as otherwise defined in the benefits.

17.59 Temporary total disablement

Temporary total disablement means the **insured person** being totally disabled and prevented from attending to any of his **business** or occupation as a result of **injury** not being **permanent total disablement**, loss of limbs or sight as otherwise defined in the benefits.

17.60 Territorial limits

For **section B** only:

17.60.1 territorial limit EU means **United Kingdom** and members of the European Union;

17.60.2 territorial limit Worldwide means **United Kingdom** and elsewhere in the world.

For **sections H and I** only, territorial limit means:

- 17.60.3 anywhere within the **United Kingdom** other than **offshore**;
- 17.60.4 elsewhere in the world other than **offshore** in connection with temporary visits undertaken in the course of the **business** by any person normally resident in the **territories** described in 17.59.3 above;
- 17.60.5 elsewhere in the world in respect of **products**.
- 17.60.6 But for **section J** – Legal expenses, territorial limit means:
For **insured** incidents Legal Defence and **bodily injury**:
the laws of the **United Kingdom** of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- 17.60.7 For all other **insured** incidents
The **United Kingdom** and any other extension agreed with **us**.

17.61 Territory

Territory means means England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, nor Northern Ireland nor the Isle of Man nor the Channel Islands.

17.62 Terrorism

- 17.62.1 For **sections A to F**, terrorism means an **act of terrorism**;
- 17.62.2 For **sections G and J**, terrorism means:
an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible **property** or infrastructure, or a threat thereof; and appears to be intended to
- i) intimidate or coerce a civilian population, or
 - ii) disrupt any segment of the economy of a government de jure or de facto, state, or country, or
 - iii) overthrow, influence, or affect the conduct or **policy** of any government de jure or de facto by intimidation or coercion, or
 - iv) affect the conduct or **policy** of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

17.63 Turnover

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

17.64 United Kingdom

United Kingdom means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

17.65 Virus or similar mechanism

Virus or similar mechanism means 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. 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.

17.66 War

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **terrorism**.

18 Complaints

18.1 Complaints to QBE

You can complain about this **policy** by contacting **your** broker or where **your policy** is **insured** by QBE Europe SA/NV, QBE UK Limited or where **your insurer** is or includes a Lloyd's syndicate write to:

Customer Relations, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD

Email: CustomerRelations@uk.qbe.com

Telephone: 020 7105 5988

18.2 The UK Financial Ombudsman Service (UK FOS)

If **you** feel that **your** complaint has not been satisfactorily resolved, **you** may be eligible to contact the UK FOS to review the complaint. Information about the eligibility criteria is available on the UK FOS website:

<http://www.financial-ombudsman.org.uk/consumer/complaints.htm>.

You can contact the UK FOS via its website, or write to Exchange Tower, London E14 9SR, Tel: +44 (0)800 023 4567.

18.3 Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the FSCS if **we** are unable to meet **our** obligations under the **policy**. Further information is available from www.fscs.org.uk, or **the** can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

QBE European Operations



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