

Your Business Insurance

Management Consultant Professional Product

Policy Wording
May 2018

Welcome...

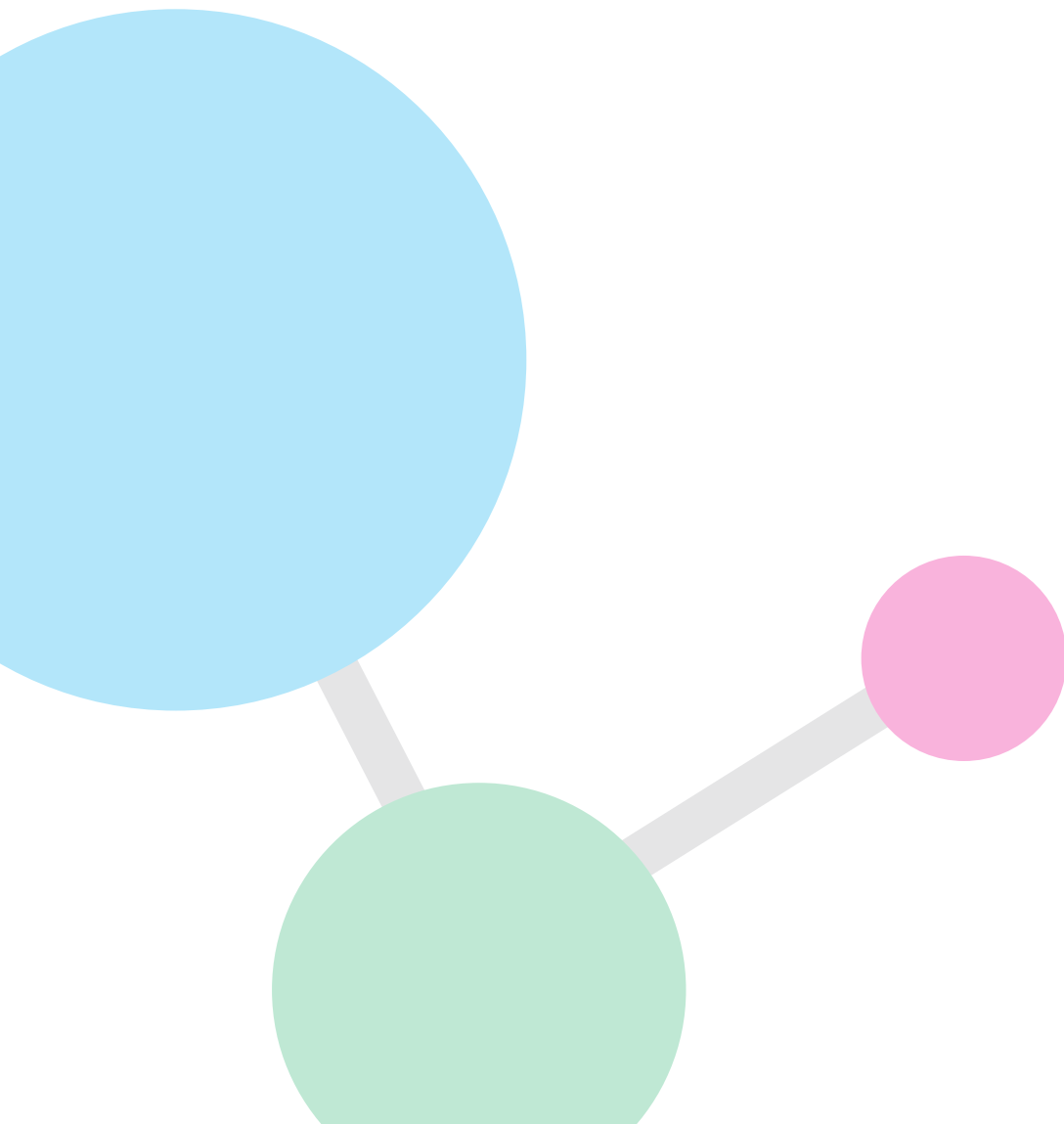
Thank you for choosing Covéa Insurance.

This is Your Management Consultant Professional Policy. It sets out the details of Your insurance contract with Covéa Insurance.

Your premium has been calculated upon the information shown in the Policy Schedule and recorded in Your Statement of Fact.

Please read the Policy and Schedule carefully to ensure that the cover meets Your requirements.

Please contact Your broker if You have any questions or if You wish to make any adjustments.



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Important Information

How To Cancel Your Policy

If You do not want to accept the Policy You have the right to cancel it within 14 days from the date of purchase of Your Policy or the day You receive Your Policy documentation, whichever is later. To do this You must return the Policy documentation to Simply Business when giving Your instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started We will refund the premium for the exact number of days left on the Policy, less any additional charge as per Simply Business's Terms of Business. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current Period of Insurance.

We will also do this if You want to cancel the Policy within 14 days after the renewal date. You may cancel the Policy at any other time by contacting Simply Business.

If You cancel Your Policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current Period of Insurance, We will not refund any part of the premium. If You have a Loan Agreement with Us, all outstanding monies must be paid to Us as described in Your Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current Period of Insurance, We will refund the premium for the exact number of days left on the Policy, less any additional charge per Simply Business's Terms of Business.

For Our rights to cancel Your Policy please refer to General Condition 3 – Our Rights to Cancel the Policy in this Policy wording.

Making A Claim

If you wish to make a claim please contact:

Simply Business Claims Team, PO Box 76, Cardiff CF11 1JX

Alternatively notify Simply Business at:

Email: simplybusiness@cl-uk.com

Telephone: 0333 207 0560

Website: www.simplybusiness.co.uk/insurance-claims/

You should:

Provide Simply Business with full details of Your claim as soon as possible after the event and always within 30 days.

Immediately notify the Police following loss or Damage by theft, attempted theft or malicious damage and obtain the Crime Reference Number.

Take all steps necessary to reduce further loss, damage or injury.

Please have Your policy number to hand when phoning.

How To Make A Complaint

It is always Our intention to provide a first class standard of service. However, We do appreciate that occasionally things go wrong. In some cases Simply Business will be able to resolve any concerns, particularly if Your complaint relates to the way the policy was sold, and You should contact them directly.

Customer Relations, Covéa Insurance, Norman Place, Reading, Berkshire RG1 8DA.

Telephone: 0330 221 0444

Website: www.coveainsurance.co.uk

Email: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in Our leaflet 'Complaints Procedure' which is available on request or may be downloaded from Our website at www.coveainsurance.co.uk/complaints.

You may be eligible to refer Your complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if Your complaint is eligible when You contact them. Their contact details are:

Financial Ombudsman Service

Exchange Tower,
Harbour Exchange Square,
London E14 9SR

Website: www.financial-ombudsman.org.uk

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

Registration And Regulatory Information

Insurance cover is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: Norman Place, Reading, Berkshire RG1 8DA.

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Firm Reference Number is 202277. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to receive compensation from the scheme if We cannot meet Our obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU. www.fscs.org.uk.

Important Information

How We Use Your Information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when we process your personal information under our full privacy policy.

The personal information, provided by you, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by us, our employees, agents and service providers acting under our instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process your information for a number of different purposes. For each purpose we must have a legal ground for such processing. When the information that we process is classed as "sensitive personal information", we must have a specific additional legal ground for such processing.

Generally, we will rely on the following legal grounds:

- It is necessary for us to process your personal information to provide your insurance policy and services. We will rely on this for activities such as assessing your application, managing your insurance policy, handling claims and providing other services to you.
- We have an appropriate business need to process your personal information and such business need does not cause harm to you. We will rely on this for activities such as maintaining our business records and developing, improving our products and services.
- We have a legal or regulatory obligation to use such personal information.
- We need to use such personal information to establish, exercise or defend our legal rights.
- You have provided your consent to our use of your personal information, including sensitive personal information.

How we share your information

In order to sell, manage and provide our products and services, prevent fraud and comply with legal and regulatory requirements, we may need to share your information with the following third parties, including:

- Reinsurers, regulators and authorised/statutory bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on our, or your behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use your information or pass it on to any other person for the purposes of marketing further products or services to you unless you have consented to this.

Fraud prevention and detection

In order to prevent or detect fraud and money laundering we will check your details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. You can find further details in our full privacy policy explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect your credit rating.

Automated decisions

We may use automated tools with decision making to assess your application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether we are able to offer insurance, the appropriate price for your policy or whether we can accept your claim. If you object to an automated decision, we may not be able to offer you an insurance quotation or renewal.

How to contact us

Please contact us if you have any questions about our privacy policy or the information we hold about you:

The Data Protection Officer, Covea Insurance Plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: dataprotection@coveainsurance.co.uk.

Employers Liability Tracing Office

Certain information relating to Your insurance Policy including, without limitation, the Policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and

Important Information

- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance Policy You will be deemed to specifically consent to the use of Your insurance Policy data in this way and for these purposes.

Choice Of Law

The parties to an insurance contract are free to choose the law that will apply. Unless We agree in writing with You otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where You have Your principal place of business. If there is any dispute, the law of England and Wales shall apply.

Introduction

Each Section of this Policy, the Schedule and any Endorsements, together with this Introduction, Customer Information and the Definitions, General Conditions and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

1. the Schedule, and Policy Endorsements, or this Introduction, the Customer Information and the Definitions, Conditions and Exclusions shall have the same meaning throughout the Policy unless We state otherwise
2. an individual Section or any Section Endorsements shall only have the same meaning throughout such Section or Endorsement unless We state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter within the Policy wording.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You, subject to the terms contained in or endorsed on the Policy, in respect of loss Damage or liability or pay other benefits which fall within the operative Sections of this Policy, provided that the loss, Damage or injury which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused) during the Period of Insurance and in connection with the Business.

The Schedule shows the Sections of the Policy that are operative.

Important

This Policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this Policy. Therefore You should ensure that any information You have provided to Us and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where You have provided Us with information which relates to matters of Your expectation or belief, it does not matter if such information turns out to be inaccurate provided that You acted in good faith when You provided Us with such information. If You do not comply with Your duty to make a fair presentation of the risk, Your Policy may not be valid or the Policy may not cover You fully or at all.

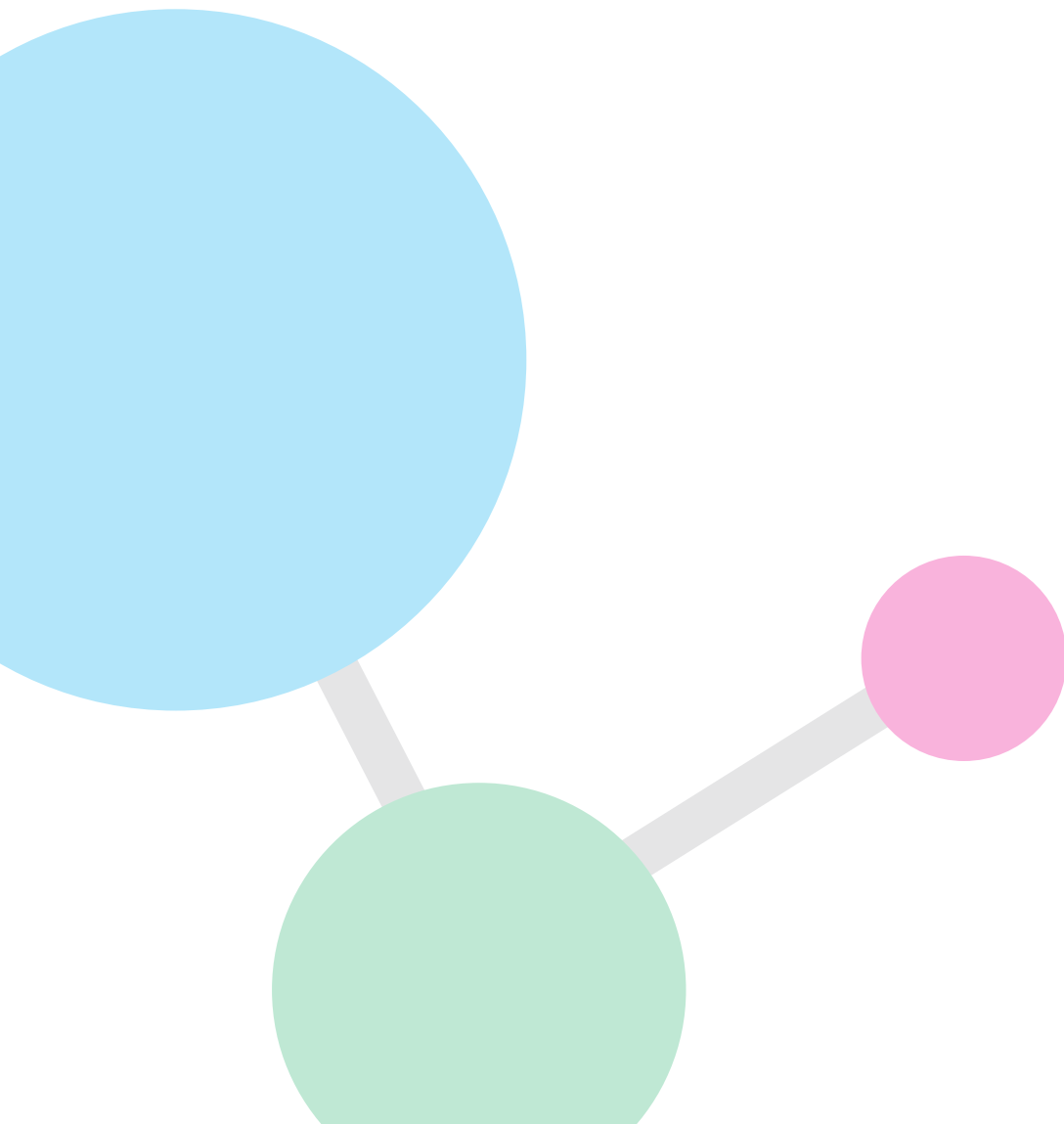
You must also tell Us about any facts or changes which affect Your insurance and which have occurred either since the Policy started or since the last renewal date.

If You are not sure whether certain facts are relevant please ask Your insurance broker. If You do not tell Us about relevant changes, Your Policy may not be valid or the Policy may not cover You fully or at all.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance broker.

Professional Combined

Sections A-D



Definitions

Buildings

The Buildings at the Premises shown in the Schedule and including:

- (a) landlord's fixtures and fittings
 - (b) outbuildings, storage facilities, extensions and annexes
 - (c) telephone, gas, water, sewage and electrical instruments, meters, piping, cabling and the like and all accessories pertaining to them including similar property in adjoining yards or roadways or underground and relating to the Premises
 - (d) concrete, paved or asphalt roads, yards, vehicle parks, pavements or paths
 - (e) outdoor tennis courts and swimming pools
 - (f) fixed glass, sanitary ware and signs
 - (g) walls, gates and fences
 - (h) street furniture
- all Your property or for which You are responsible.

Business

Your Business as described in the Schedule including

- (a) the ownership, repair and maintenance and decoration of Your premises
- (b) the provision and management of canteen, social, sports and welfare organisations for the benefit of any employee
- (c) fire, first aid, medical, ambulance and security services but excluding the provision of any first aid administered by a qualified medical practitioner or nurse.

Business Hours

Your usual office hours and the working hours (including overtime) during which You, Your directors, partners or employees entrusted with Money and Non Negotiable Documents are on the Premises for the purpose of the Business.

Computer Equipment

All computer hardware used in connection with the Business including laptops, peripherals, accessories and software.

Damage

Loss destruction or damage.

Data

Information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.

Defined Perils

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

Designated Premises Supervisor

The individual designated as the manager or supervisor of the Premises, whether or not that person is the owner or licensee.

Employee

- (a) a person under a contract of service or apprenticeship with You or who is retired from full-time employment with You but who is still working for You as a consultant under Your control or direction
- (b) a labour master or labour only sub-contractor or person supplied or employed by them
- (c) a self employed person
- (d) a person hired to or borrowed by You including but not limited to a person on secondment from another employer
- (e) a person under a work experience or training scheme
- (f) voluntary workers
- (g) a person supplied to You under a contract or agreement the terms of which deem such person to be in Your employment whilst working under Your direction and control in connection with the Business.

Excess

The first part of each and every loss which You must bear after the application of any underinsurance condition. This definition does not apply to the Employers Liability, Public and Products Liability Sections which have their own Special Definition.

Insured/You/Your

The person(s), company or group of companies, or legal liability partnership stated in the Schedule as The Insured.

Insurers/We/Us/Our

Covea Insurance plc which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN: 202277)

In Transit

In transit in Your personal custody, or the custody of Your authorised directors, partners or employees or collectors or of a specialist security organisation, or by post where You have retained proof of posting. This Definition does not apply to the Goods in Transit section which has its own Special Definition.

Definitions

Licence

The licence which authorises the Premises to be used for one or more licensable activities in connection with the Business.

Licensing Authorities

Those bodies and/or individuals authorised to grant licences for the sale of alcohol and or the provision of entertainment within each of the territories within the Territorial Limits.

Medical Expenses

Expenses reasonably and necessarily incurred in respect of the Person Insured for medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

Money

Coin; bank and currency notes; postal and money orders; bankers' drafts; cheques; giro cheques; crossed warrants; bills of exchange; securities for money; postage revenue; national insurance and holiday with pay stamps; stamped national insurance and holiday with pay cards; national savings stamps or certificates; war bonds; premium savings bonds; franking machine impressions other than unused units in postage stamp franking machines; luncheon vouchers; trading stamps; and phone cards Your property or for which You are responsible in the course of the Business.

Non Negotiable Documents

Crossed cheques; crossed Girocheques; crossed postal or money orders; crossed bankers' drafts; credit company sales vouchers; VAT invoices; and unused units in postage stamp franking machines, Your property or for which You are responsible in the course of the Business.

Other Contents

- (a) Machinery, plant, fixtures, fittings and other trade equipment
- (b) Tenants Improvements, being structural fixtures, fittings, alterations and decorations
- (c) All office equipment (including Computer Equipment) and other contents
- (d) Documents, Manuscripts and Business Books for an amount not exceeding £25,000 in respect of any one occurrence but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to You of the information they contain
- (e) Computer systems records for an amount not exceeding £25,000 in respect of any one claim but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records and not for the value to You of the information the records contain
- (f) Patterns, Models, Plans and Designs but only for the value of the materials together with the cost of labour expended in reinstatement and so far as the same are not otherwise insured

- (g) Directors', partners', employees', visitors' and customers' personal effects, pedal cycles, tools and instruments to a maximum sum of £500 in respect of any one person.

Notwithstanding Exclusion 21 of Section A, Part A the Excess in respect of these items is £25 any one loss.

- (h) Wines, spirits, cigarettes and tobacco held for entertainment purposes for an amount not exceeding £250 any one claim.
- (i) To the extent that they are not otherwise insured motor vehicles and motor chassis and their contents

All belonging to You or for which You are responsible but excluding any property which is more specifically insured.

Outbuildings

Any structure which does not incorporate permanent foundations below ground level and/or which is not capable of being properly secured.

Period Of Insurance

The period shown in the Schedule for which We accept payment of a premium.

Permanent

Means lasting 24 calendar months and at the expiry of that period being beyond hope of improvement.

Person Insured

You or Your directors, partners or employees aged not less than 16 years nor more than 70 years.

Pollution

Discharge disposal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids gases or waste materials or other irritants contaminants or pollutants into or upon land, the atmosphere or any water course or body of water anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Premises

The building(s) and land within the boundaries at the address(es) shown in the Schedule.

Principal

Any individual, firm, company, ministry or public authority or government body for whom You are undertaking a contract.

Proposal

Any signed proposal form and declaration or any statement of fact, including in either case any and all information supplied to Us by You or on Your behalf in addition to or substitution thereof.

Definitions

Stock/Stock In Trade

Stock and materials in trade, work in progress and finished goods, Your property or held by You in trust or on commission or for which You are responsible.

Total Disablement

Means disablement which necessarily and continuously disables a Person Insured from attending to his or her usual occupation.

General Conditions

1 Change Of Risk Or Interest

This Policy shall be avoided if:

- (a) Your interest ceases other than by death
- (b) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued

at any time after the commencement of this insurance unless We have accepted the change.

Nothing contained in this Policy shall give any right against Us to any person other than You except to a transferee approved by Us.

2 Alteration In Risk

You or Your broker must tell Us immediately if during the Period of Insurance there is any alteration in risk or to the facts which You disclosed when You took out this Policy, which materially affects the risk of injury, loss, Damage or liability which would fall within the Policy cover. This includes but is not limited to alterations to the Business.

When You tell Us about an alteration in risk, We may apply additional terms and conditions to this Policy (including but not limited to premium) or, if the risk is unacceptable to Us, We may cancel the Policy in accordance with General Condition 3 - Our Rights To Cancel The Policy.

If an alteration creates an additional premium, this will be subject to a minimum premium of £10 plus insurance premium tax. If as a result of a mid term alteration You are due a refund of premium, amounts of under £10 plus the prevailing rate of Insurance Premium Tax as stated on Your Policy Schedule will not be returned to You, to cover administration costs.

If You fail to tell Us about an alteration in risk, We may:

- (a) terminate the Policy back to the date when the alteration occurred, if We would have cancelled the Policy had You told Us of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the Policy as if it contained such different terms (other than relating to the premium) that We would have applied to the Policy had You told Us of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where We elect to proportionately reduce the amount payable in respect of a claim, We will pay a percentage of the claim, the percentage being calculated by comparing the premium which You actually paid with the premium which We would have charged had You told us about the alteration in risk. For example, if the premium which You actually paid is 70% of the premium We would have charged, We will only pay 70% of any claim.

3 Our Rights To Cancel The Policy

We or any agent appointed by Us and acting with Our authority have the right to cancel Your Policy where there is a valid reason for doing so. We will give You fourteen days notice of cancellation in writing, by recorded delivery, to the latest address We have for You and will set out Our reason for cancellation in Our letter.

Valid reasons may include but are not limited to:

- (a) not
 - (i) paying a premium when it is due
 - (ii) cooperating with Us, or sending Us information or documentation that materially affects Our ability to process the Policy or Our ability to defend Our interests
 - (iii) taking all reasonable precautions to prevent or minimise Damage accident or injury as required by General Condition 10 – Reasonable Precautions of this Policyand failing to put this right when We ask You to by sending You seven days written notice to Your latest address
- (b) use of threatening or abusive behaviour or language, or intimidation or bullying of Our staff or suppliers.

If We cancel Your Policy, We will refund the premium for the exact number of days left on the Policy plus Insurance Premium Tax.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current Period of Insurance, We will not refund any part of the premium.

4 Fair Presentation Of The Risk

You must make a fair presentation of the risk when You first take out this Policy and also whenever You renew it or ask Us to change Your cover.

If You fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to Us in a way which is not clear and accessible:

We may avoid this Policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) We would not have entered into this Policy on any terms had You made a fair presentation of the risk.

Should We avoid this Policy We:

- (i) shall treat the Policy as if it had not existed from the start date, the renewal date, or the date when You asked Us to change Your cover, depending on when the failure to make a fair presentation of the risk occurred
- (ii) shall return the premium paid for the period for which the Policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (iii) may deduct from any return of premium due to You any monies already paid in respect of claims falling within the period for which the Policy is treated as not having existed or require You to repay such claims.

General Conditions

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if We would have entered into or renewed this Policy, or agreed to make changes to Your cover on different terms had You made a fair presentation of the risk, We may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the Policy as if it contained such different terms (other than relating to the premium) that We would have applied to the Policy had You made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the Policy started, was renewed or when changes were made to Your cover, depending on when You failed to make a fair presentation of the risk.

Where We elect to proportionately reduce the amount payable in respect of a claim, We will pay a percentage of the claim, the percentage being calculated by comparing the premium which You actually paid with the premium which We would have charged had You made a fair presentation of the risk. For example, if the premium which You actually paid is 70% of the premium We would have charged, We will only pay 70% of any claim.

Where this Policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, We will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or You on their behalf) makes a careless misrepresentation, in which case We may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

5 Terms Not Relevant To Actual Loss

If payment of a claim is conditional upon compliance with any term of this Policy We will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, Damage or liability

where We will pay for claims in respect of which You can prove that non-compliance with the term could not have increased the risk of the injury, loss, Damage or liability which occurred.

6 Claims Conditions

- (a) It is a condition precedent to Our liability under this policy that You shall:
 - (i) advise Us within fourteen days of any Damage, accident or injury which may give rise to a claim
 - (ii) notify the police immediately of Damage caused by thieves or malicious persons or of any loss of money whatsoever

- (iii) do and permit to be done all things reasonably practicable to minimise the Damage or to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
 - (iv) immediately forward to Us unanswered any letter of claim, writ or summons and any other documentation relating to the claim issued against You by any third party or notice of any impending prosecution, inquest or Fatal Accident Inquiry
 - (v) at Your expense, submit to Us in writing full details of the claim together with any evidence and information including books of account or other business books or documents or such other proofs that We may reasonably require for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matter connected with it. This written confirmation is to be sent to Us within:
 - seven days of the occurrence in the case of Damage caused by theft or attempted theft, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or by malicious persons
 - thirty days of any other occurrence
 - thirty days of the end of the Indemnity Period in the case of claims for Business Interruption
 - (vi) not negotiate, pay, settle, admit or repudiate any claim without Our written consent.
- (b) We shall be entitled:
- (i) following any Damage in respect of which a claim is made to enter, take or keep possession of the Premises where such Damage has occurred and to take possession of, or require to be delivered to Us, any property insured and deal with such property for all reasonable purposes and in a reasonable manner. Such steps as are taken pursuant to this Claims Condition 6(b) (i) shall be taken without prejudice to any rights which may have accrued to Us prior to that date nor shall such steps be deemed to be confirmation that the Policy responds to any claim. However, property may not be abandoned to Us whether we have taken possession of the property or not
 - (ii) at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute at Our expense and for Our own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and You shall give all information and assistance required at no cost to Us
 - (iii) at any time to pay the Limit of Indemnity, the Limit of Liability or the Sum Insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall relinquish the conduct and control of the claim and be under no further liability except for payment of costs or expenses incurred prior to the date of payment.

General Conditions

(c) If You or anyone acting on Your behalf fails to comply with Our requirements set out in Condition 6(a) or shall hinder or obstruct Us in taking steps pursuant to Condition 6(b) then all benefit under this insurance shall be forfeited.

(d) If We so request, any claimant under this policy shall at Our expense do or permit to be done anything We may reasonably require for the purposes of enforcing any rights and remedies or obtaining relief or indemnities from other parties to which We are or may become entitled, whether these actions are required before or after We agree to indemnity under this policy.

(e) Arbitration:
If any difference should arise between You and Us as to the amount to be paid under this insurance (liability being otherwise admitted) such dispute shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is to be referred to arbitration as permitted by this condition the making of an award shall be a condition precedent to any right of action against Us.

(f) Under Insurance:
If at the time of any Damage the Sum Insured for any item(s) is less than the total value of the item(s), You shall be considered as being Your own insurer for the difference and shall bear a proportionate share of the loss accordingly.

(g) Fraudulent Claims:
For the purposes of this Condition the definition of 'You / Your' will also include any person who is entitled to benefit from the Policy to the extent that a claim is made by or on their behalf.

If You or anyone acting on Your behalf makes a claim which is in any way fraudulent We:

- (a) will not pay the claim;
- (b) may recover from You any sums already paid by Us in respect of the claim; and
- (c) may notify You that We are treating this Policy as having terminated with effect from the time of the fraudulent act.

If We do treat this Policy as having terminated, You will have no cover under this Policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the Insured, this condition applies only to that person's claim and references to 'this Policy' should be read as if they were references to the cover for that person alone and not to the Policy as a whole.

Fraudulent claims include but are not limited to:

- (i) making a claim which is fraudulent, fictitious or known to be false
- (ii) intentionally exaggerating or inflating a claim
- (iii) supporting a claim with false or forged documents, information or statements
- (iv) wilfully causing loss, Damage or injury

(h) Non Contribution:

If at the time of any occurrence which gives rise to a claim under this policy the Damage, legal costs, expenses or liability is covered in whole or in part by any other insurance or would be otherwise insured but for the existence of this policy, We shall only pay that amount which exceeds the maximum amount payable under such other insurance had this insurance not been effected.

7 Contracts (Rights Of Third Parties) Act, 1999

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

8 Insured's Compliance

You shall at all times in addition to Your obligations set out in 4 above provide such information to and co-operate with Us or Our appointed agents to allow Us to be able to comply with all relevant statutory requirements or such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice or comply with the requirements of official investigation pursuant to Statute or otherwise.

9 Observance Of Terms

You must at all times observe the terms of this policy.

10 Reasonable Precautions

It is a condition precedent to Our liability under this Policy that You shall:

- (a) maintain the Premises, machinery, plant and equipment in a good state of repair
- (b) take all reasonable precautions for the safety of the property insured
- (c) take all reasonable precautions to prevent Damage, accident or injury
- (d) comply with all statutory requirements and other safety regulations imposed by any authority
- (e) exercise care in the selection and supervision of employees
- (f) take immediate steps to remedy any defect or danger that becomes apparent and take such additional precautions as individual circumstances require, whether of a temporary or permanent nature.

General Conditions

11 Subjectivities

It is a condition precedent to Our liability that You

- (i) provide Us by the required date(s) with any additional information requested
- (ii) complete by the required date(s) any actions agreed between You and Us
- (iii) allow Us to complete any actions agreed between You and Us.

If required by Us, You must allow Us access to the Premises, Your contract sites, and/or the Business to carry out survey(s) within 60 days of the inception or renewal date unless We agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at Our option:

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions
- (iii) require You to make alterations to the Premises insured or to the Business by the required date(s)
- (iv) exercise Our right to cancel Your policy
- (v) leave the policy or Section terms and conditions and Your premium unaltered

We will contact You with Our decision and where applicable specify the date(s) by which:

- (a) any action(s) agreed must be completed by You and/or
- (b) any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved

- (i) You have the right to cancel this policy from a date agreed by You and Us and providing no claims have been made We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may at Our option exercise Our right under General Condition 3 – Our Rights To Cancel The Policy.

The above Condition does not affect Our right to void the policy if We discover information which was not incorporated into the Proposal and is material to Our acceptance of the risk.

General Exclusions

1 Date Recognition Exclusions

This insurance shall not cover liability of whatsoever nature or any physical Damage or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether belonging to You or not, to

- (a) correctly recognise any date as its true calendar date; or
- (b) 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; or
- (c) capture, save, 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 caused the loss of data or information or command or instruction or the inability to capture, save, retain or correctly to process such data or information, command or instruction on or after any date; or
- (d) otherwise function correctly.

But this section shall not exclude:

- A. any ensuing physical Damage to property insured under Section A;
 - (i) resulting from a Defined Peril, and
 - (ii) which is not otherwise excluded;

nor

- B. any consequential loss, as covered under Section B of this insurance, which may arise from such ensuing physical Damage.

Provided that nothing in this or any other provision or extension of this insurance shall be construed to extend Our liability to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, program, or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether Your property or not.

2 Electronic Risk

This insurance does not cover

- (a) Damage, distortion, erasure, corruption or alteration of or
- (b) indemnity against any legal liability for Damage, distortion, erasure, corruption or alteration of

ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use reduction in functionality cost expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

3 Radioactive Contamination

This insurance does not cover Damage cost expense or indemnity against any legal liability of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

In respect of bodily injury caused to an employee this Exclusion will only apply where such legal liability is:

- (i) that of any principal
- (ii) accepted under agreement and would not have attached in the absence of such agreement.

4 Sonic Bangs

This insurance does not cover Damage directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5 Terrorism

This insurance excludes Damage cost or expense of whatsoever nature occasioned by or happening through or in consequence directly or indirectly of

- (a) TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- (b) in Northern Ireland
 - (i) riot civil commotion
 - (ii) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to Damage by fire or explosion

For the purpose of this insurance TERRORISM means an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence.

This insurance also excludes Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of TERRORISM.

In any action suit or other proceedings where We allege that by reason of this definition any Damage is not covered by this insurance the burden of proving that such Damage is covered shall be upon You.

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

General Exclusions

6 War & Similar Risks

This insurance does not cover Damage or indemnity against any legal liability directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemies hostilities or war like operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

However, in the event that a Defined Peril results from any of the matters described in paragraph (a) above, this insurance, subject to all its terms conditions and exclusions, will cover physical Damage to property insured by this insurance directly caused by a Defined Peril.

Section A

Material Damage

This section is only operative if noted in your schedule

Cover

In the event of accidental Damage to the property insured described in the Schedule which occurs at the Premises during the Period of Insurance by any accidental cause not otherwise excluded We will pay You the value of the property at the time of Damage or the amount of the Damage or, at Our option, replace or reinstate the property.

Provided that Our liability in any one Period of Insurance shall not exceed in respect of any one item its Sum Insured or in the whole the Total Sum Insured or any other stated Limit of Liability.

Claims Settlements

Day One Basis:

N.B. The provisions of this clause do not apply to directors', partners', employees', visitors' or customers' personal effects, pedal cycles, tools and instruments.

In the event of the property insured under each item of the Schedule on Buildings and Other Contents being the subject of Damage giving rise to Our liability under this section the basis upon which Our liability in respect of each of the said items is to be calculated shall be the reinstatement of the property which has been the subject of Damage.

For the purposes of this clause:

"Declared Value" means:

Your assessment of the cost of reinstatement of the property insured, arrived at in accordance with paragraph (a) of the Reinstatement definition (see below) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowance for:

- (a) the additional cost of reinstatement to comply with Local Authority requirements;
- (b) professional fees;
- (c) debris removal costs.

"Reinstatement" means:

- (a) in the case of destruction, the rebuilding of or replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new;
- (b) where property is damaged, the repair of the damage or restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

SPECIAL PROVISIONS

- 1 The Declared Value for each item is as stated on the Schedule. At the inception of each Period of Insurance You shall notify Us of the Declared Value of the property insured by each of the said items. In the absence of a declaration the last amount declared by You shall be taken as the Declared Value for the ensuing Period of Insurance.
- 2 No payment shall be made beyond the value of the property insured at the time of Damage
 - (a) until the cost of Reinstatement has actually been incurred
 - (b) unless Reinstatement (which, subject to Our liability not being thereby increased, may be carried out upon another site and in any manner suitable to Your requirements) commences and proceeds without unreasonable delay
 - (c) if at the time of its Damage the property shall be insured by any other insurance effected by or on Your behalf which is not upon the same basis of Reinstatement.
- 3 When any property insured is damaged in part only, Our liability shall not exceed the sum We could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- 4 In respect of each item to which this clause applies, General Condition 4(f) – Underinsurance is amended to read:

If at the time of loss the Declared Value of the property covered by such item is less than the cost of reinstatement at the inception of the Period of Insurance, then Our liability shall be proportionately reduced.
- 5 Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated herein, Your and Our rights and liabilities in respect of the Damage shall be subject to the terms and conditions of this Section including General Condition 4(f) - Underinsurance, as if this clause had not been incorporated herein except that the Sums Insured shall be limited to 115% of the Declared Values as stated on the Schedule.
- 6 In the event of loss Our liability in respect of each item to which this clause applies shall not exceed its Sum Insured. The Sum Insured applicable to each item to which this clause applies is calculated by applying a 15% uplift to the Declared Value as stated in the Schedule (unless a different uplift is specified in the Schedule).

Extensions (Automatically Applied To Your Policy)

1 Accidental Discharge Of Gas Systems

In the event of accidental discharge of any gas flooding system installed solely for the protection of the property insured We will pay the cost of re-filling the cylinder(s) of the system. Provided that Our maximum liability for any one occurrence shall not exceed £10,000.

Section A

Material Damage

2 Additional Metered Water Charges

The insurance by this Section extends to include additional metered water charges incurred by You and for which You are responsible as a result of Damage to the water installation at the Premises.

Provided that:

- (i) The amount payable shall be ascertained by comparing the charge made by the water authority on their account for the period during which the loss of metered water occurred with the charges for the previous period adjusted for any relevant factors affecting Your normal consumption of water during the periods concerned
- (ii) Damage in respect of any Building which is unoccupied is excluded
- (iii) Our maximum liability under this Extension shall not exceed £10,000 in the aggregate during any one Period of Insurance
- (iv) You shall take all practical steps to remedy the Damage to the installation as soon as it is discovered.

3 Architects', Surveyors' And Consultants' Fees

The Sum Insured by each item of the Schedule for Buildings and machinery includes an amount in respect of Architects', Surveyors', Consulting Engineers', Legal and Other Fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its Damage as insured by this Section but not for preparing any claim.

Provided that Our total liability for such Damage and fees shall not exceed in the aggregate the Sum Insured by each item.

4 Automatic Reinstatement Of Sum Insured

In consideration of the insurance not being reduced by the amount of any Damage You shall pay the appropriate extra premium on the amount of the Damage from the date of the Damage to the date of the expiry of the Period of Insurance.

5 Capital Additions

This Section extends to cover the following property situated anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man:

- (a) any newly erected and/or newly acquired Building and/or machinery; and
- (b) alterations, additions and improvements to Buildings and/or machinery but not in respect of any appreciation in value;

Provided that:

- 1 Our maximum liability at any one situation shall not exceed:
 - (a) 10% of the total Buildings and Other Contents Sums Insured by this Section, or
 - (b) £250,000 whichever is the lower.
- 2 You provide particulars of any property in respect of which this extension is sought as soon as practicable and, in any

event, at intervals of not more than 6 months and to effect specific insurance thereon retrospective to the date of the commencement of Your responsibility.

6 Changing Locks

This insurance extends to cover the cost of changing locks at the Premises following the loss of keys during the Period of Insurance by:

- (a) theft or any attempt thereat from the Premises or from Your home or that of an authorised director, partner or employee;
- (b) robbery whilst such keys are in Your personal custody or that of an authorised director, partner or employee;

Provided that:

- (i) if such keys relate to a safe they shall not be left on the Premises overnight unless the Premises are occupied by You or an authorised employee in which case they shall be deposited in a secure place not in the vicinity of the safe.
- (ii) Our liability is limited to £500 in respect of any one loss.

7 Collusion

We will indemnify You in the event of Damage by theft caused during the Period of Insurance by or in collusion with any director, partner or employee of the Insured and discovered within fourteen days. Provided that We shall not be liable unless such Damage is accompanied by visible evidence of forcible and violent entry to or exit from the Premises.

8 Contract Sale Price

Where You have agreed the sale of but not delivered goods and as a result of Damage the sale is cancelled under the terms of the sale contract, either wholly or to the extent of the Damage, Our liability will be based on the Contract Price. Provided that We shall not pay more than the Sum Insured shown against Stock in Trade in the Schedule.

9 Debris Removal

The insurance of the property insured (other than Loss of Rent, if insured) extends to include costs and expenses necessarily incurred by You with Our consent in:

- a) removing debris
- b) the clearing of drains and sewers providing services to or from the Buildings and for which You are responsible
- c) dismantling and/or demolishing
- d) shoring up or propping

of the portion or portions of the property insured that has sustained Damage insured by this Section.

Provided that

- i) We will only pay such costs following Damage which is insured by this Section

Section A

Material Damage

- ii) in respect of Damage to property insured comprising roads, yards, vehicle parks, pavements, gardens and the like Our liability in respect of any one occurrence shall not exceed
 - (1) 10% of the Sum Insured for Buildings or
 - (2) £100,000whichever is less
- iii) in respect of premises leased or rented by You to others cover includes the property of others not owned by You but for which You are responsible up to an amount not exceeding £25,000 for any one occurrence
- iv) We will not pay for any costs or expenses
 - (1) incurred in removing debris elsewhere than from the site of such property which has been the subject of Damage and the area immediately adjacent to such site
 - (2) in respect of drains and sewers beyond a half mile radius of the site of the insured property
 - (3) arising from Damage to property not insured by this insurance
- v) Our liability under this Extension shall in no case exceed the Sum Insured or Declared Value (whichever is lower) in respect of that item.

10 Emergency Services

We will pay costs and expenses You incur to restore or repair grounds, landscaped gardens, pavements, road surfaces and any other property comprising the Premises damaged by the emergency services attending as a result of Damage to the Premises.

11 Exhibitions

This insurance extends to cover Damage to

- (a) Other Contents, and
- (b) Stock in Trade

whilst at exhibitions within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, including whilst in direct transit between Your Premises and the Exhibition site.

Provided that Our liability shall not exceed £5,000 in respect of any one exhibition.

12 Extinguishment Expenses

We will pay the reasonable costs You incur for refilling fire extinguishment appliances and replacing used sprinkler heads but excluding

- (a) costs other than as a direct result of Damage caused by a Defined Peril
- (b) any amount in excess of £5,000.

13 Fire Brigade

We will pay the costs charged by the Fire Brigade directly relating to the extinguishing or fighting of fire at the Premises.

14 Glass

We will pay for:

- (a) the cost of repair or replacement of lettering, alarm foil or other ornamentation work on glass provided that Our liability for any one occurrence shall not exceed £500
- (b) the reasonable costs of
 - (i) boarding up and temporary glazing pending replacement of broken glass
 - (ii) removing and re-fixing window fittings and other obstacles to replacing broken fixed glass.

15 Local Authorities

The insurance in respect of Buildings and machinery and plant extends to include such additional cost of reinstatement of the insured property which has been the subject of Damage as may be incurred solely by reason of the necessity to comply with Building Regulations or local authority or other statutory requirements. Provided that:-

- 1 The amount recoverable under this Extension shall not include:-
 - (a) the cost incurred in complying with any of the aforesaid regulations or requirements
 - (i) in respect of Damage occurring prior to the granting of this Extension;
 - (ii) in respect of Damage not insured by this Section;
 - (iii) under which notice has been served upon You prior to the happening of the Damage
 - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Material Damage Section) of that portion of the property destroyed or damaged;
 - (b) the additional cost that would have been required to make good the property which has been the subject of Damage to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or requirements not arisen.
 - (c) the amount of any rate, tax, duty, development or other 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 any of the Regulations or requirements referred to.
- 2 The work of reinstatement must be commenced and carried out within a reasonable period and in any case must be completed within twelve months after the Damage or within such further time as We may (during the said twelve months) agree in writing and may be carried out wholly or partially upon another site (if the aforesaid Regulations or requirements so necessitate) subject to Our liability under this Extension not being thereby increased.

Section A

Material Damage

- 3 If Our liability under any item of the Schedule apart from this Extension shall be reduced by the application of any of the terms and conditions of this Section, then Our liability under this Extension in respect of any such item shall be reduced in like proportion.
- 4 The total amount recoverable under this section for any property insured shall not exceed the Sum Insured shown against that item.

16 Loss Avoidance

We will indemnify You for costs You incur in taking reasonable but exceptional measures to avoid or mitigate impending Damage which would otherwise have resulted in a claim under this insurance.

Provided that:

- (a) the impending Damage did not stem from any reasonably foreseeable cause
- (b) indemnity under this insurance would have been a natural outcome to be expected in the absence of such measures
- (c) We are satisfied that the Damage has been avoided or reduced in consequence of the measures taken
- (d) the terms, conditions and exclusions of this insurance shall apply as if Damage had occurred
- (e) the amount payable by Us shall be no greater than the cost that would have been incurred had the measures not been taken and Damage had occurred
- (f) Our liability is limited to £25,000 any one occurrence or series of events arising out of one occurrence.

17 Machinery Re-Erection Costs

The insurance on Other Contents by this Section extends to include the cost of re-erection and of fixing of machinery and plant in consequence of Damage insured by this Section. Provided that Our liability in respect of any Damage shall not exceed the Sum Insured in respect of Other Contents.

18 Temporary Removal

- 1 The property insured by this Section (other than Stock in Trade) is covered whilst temporarily removed from the Premises at which it is usually located or whilst in transit by land or inland waterway to any other premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man for cleaning, renovation, repair or other similar purposes.

Provided that Our liability in respect of any Damage occurring elsewhere than at any of the Premises stated in the Schedule shall not exceed 10% of the Sum Insured by the item under which cover normally applies after deducting therefrom the value of any Buildings (exclusive of fixtures and fittings) or Stock in Trade insured thereby.

This extension does not apply to property which is otherwise insured nor in respect of Damage occurring elsewhere than at the Premises from which the property is temporarily removed to:-

- (a) motor vehicles and motor chassis licensed for normal road use;
 - (b) property held by You in trust other than machinery and plant.
- 2 Computer systems records, deeds and other documents (including stamps thereon) manuscripts, plans and writings of every description and books (written and printed) insured by this Section are covered whilst temporarily removed to any premises not in Your occupation and whilst in transit by land or inland waterway all in Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man.

Provided that Our liability in respect of any Damage to such property shall not exceed 10% of its value.

19 Temporary Repairs

We will pay the costs You incur in making temporary repairs and erecting temporary buildings and/or contents following Damage subject to a limit of £25,000.

20 Theft Damage To Buildings

We will pay for Damage to Buildings for which You are responsible caused in the furtherance of theft or attempted theft. Provided that such Damage is not covered by any other insurance.

21 Trace And Access

In the event of Damage resulting from escape of water or oil as insured by this insurance We will pay all costs necessarily and reasonably incurred in locating the source of such Damage and making good.

Provided that Our liability is limited to £10,000 any one occurrence or series of events arising out of one occurrence.

22 Transfer Of Interest

If at the time of Damage to any Building insured under this Section, You shall have contracted to sell Your interest in such Building and the purchase shall not have been but shall be subsequently completed, on the completion of the purchase the purchaser shall be entitled to the benefit of this insurance up to the date of completion so far as it relates to such Damage.

Provided that

- i) the property is not otherwise insured by or on behalf of the purchaser against such Damage
- ii) this Extension shall not prejudice the rights and liabilities of You or Us under this Section.

23 Workmen

Any trades person(s), company, firm or organisation may be allowed on the Premises and instructed by You to effect repairs and minor structural alterations in all or any of the Buildings without prejudice to this insurance.

Section A

Material Damage

Conditions

1 Application Of Underinsurance Condition

The Sum Insured under each Item shown on the Schedule is separately subject to General Condition 4(f) - Underinsurance.

2 Brand Or Trademark

In the case of Damage to property bearing a brand or trademark which in any way carries or implies the guarantee or the responsibility of the manufacturers or You, the salvage value of such property which has been the subject of Damage shall be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics or withdrawal of guarantees or implied responsibilities.

3 Designation Of Property

For the purpose of determining where necessary the item under which property is insured, We agree to accept the designation under which such property has been entered in Your books.

4 Fire Extinguishing Appliances

It is a condition precedent to Our liability that fire extinguishing appliances shall be maintained in efficient working order throughout the Period of Insurance. This insurance shall not be prejudiced or invalidated by any defect in the said appliances due to any circumstances unknown to You or beyond Your control.

5 Non-Invalidation

The insurance of this Section shall not be invalidated by any act, error, omission or alteration unknown to You or beyond Your control whether the risk of Damage is increased or otherwise. Provided that You inform Us immediately You become aware of the act, error, omission or alteration and pay an additional premium if required.

6 Notice Of Occupancy

It is a condition precedent to Our liability that You tell Us immediately when any of the Buildings becomes unoccupied or when any unoccupied portion of such Buildings becomes occupied. We will adjust the premium if necessary based on the new circumstances.

7 Other Interests

We will automatically cover the interests of any third parties You are required to include in this insurance in consequence of any mortgage, hiring, leasing or similar agreement. Provided that You shall advise Us of the name of any interested party and the nature and extent of their interest in the event of Damage.

8 Protections

It is a condition precedent to Our liability that whenever the Premises are closed for business or left unattended all security devices provided to protect the Premises are properly fitted and put into full operation.

9 Rent

If cover for Rent is included under this Section cover applies only if the Buildings or any part thereof is unfit for occupation in consequence of Damage for which We have accepted liability under this Section. Provided that Our liability shall not exceed such proportion of the Sum Insured on Rent as the period necessary for reinstatement bears to the term of Rent insured.

10 Subrogation Waiver

In the event of a claim arising under this Section We agree to waive any rights, remedies or relief to which We might have become entitled by subrogation against:-

1. any company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to You or any company which is a Subsidiary of a Parent Company of which You are Yourself a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I.) Order as appropriate current at the time of Damage.
2. any tenant.

Provided that

- (a) the Damage did not result from a criminal fraudulent or malicious act of the tenant
- (b) the tenant contributes to the cost of insuring Your property insured against the event which caused the Damage.

11 72 Hour Clause

All claims for Damage which occur during a period of 72 consecutive hours caused by storm; flood; escape of water from any tank apparatus or pipe or the accidental escape of water from any automatic sprinkler installation shall be deemed a single claim for the purpose of this insurance.

Any such event which continues for a period exceeding 72 consecutive hours shall be deemed multiple claims.

You may choose the date and time when each loss period of 72 hours shall commence.

Provided that:

- (1) this is not earlier than the first recorded Damage sustained by You
- (2) the date of commencement falls within the Period of Insurance
- (3) no periods of 72 hours shall overlap.

Section A

Material Damage

Exclusions

We will not pay in respect of:

- 1 Damage caused by the bursting of any boiler, economiser or other vessel machine or apparatus belonging to You or under Your control in which internal pressure is due to steam only but this shall not exclude
 - (i) Damage caused by explosion of any boiler used for domestic purposes only
 - (ii) subsequent Damage itself resulting from a cause not otherwise excluded.
- 2 Damage attributable solely to change in the water table level.
- 3 Damage caused by or consisting of
 - (a) wear and tear; frost; wet or dry rot; dampness or dryness; or any other gradually operating cause;
 - (b) corrosion; rust; shrinkage; evaporation; loss of weight; marring; scratching;
 - (c) change in:
 - (i) temperature
 - (ii) colour
 - (iii) texture, or
 - (iv) finish
 - (d)
 - (i) moth
 - (ii) vermin
 - (iii) insects, or
 - (iv) fungal attackhowever caused;
 - (e) inherent vice; latent defect; faulty or defective design or materials
 - (f) faulty or defective workmanship; operational error or omission on Your part or the part of any of Your employees;
 - (g) joint leakage; failure of welds; cracking; fracturing; collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;
 - (h) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originatesbut this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded.
- 4 Damage caused by any kind of seepage or any kind of pollution and/or contamination but this shall not exclude Damage to the property insured specified in the Schedule caused by
 - (a) pollution or contamination which itself results from a Defined Peril
 - (b) a Defined Peril which itself results from pollution or contamination
- 5 Damage by storm, wind, rain, hail, sleet, snow, flood or dust to movable property in the open, gates, fences or posts unless caused by falling trees or there is Damage to structural parts of the Buildings at the same time.
- 6 Theft or attempted theft which does not involve either
 - (a) entry to or exit from the Premises by forcible and violent means, or
 - (b) actual or threatened assault or violence.
- 7 Theft or attempted theft from any part of the Buildings not occupied by You for the purposes of the Business.
- 8 Damage caused by or consisting of acts of fraud, dishonesty or deception other than by theft by or in collusion with Your directors, partners or employees as provided for by Extension 7 - Collusion.
- 9 Damage to property in transit other than whilst at the Premises or in the circumstances provided for by the following Extensions
Extension 11 – Exhibitions
Extension 18 – Temporary Removal
- 10 Damage to money and securities of any description.
- 11 Damage caused by subsidence landslip or ground heave
 - (a) to yards, car parks, roads, pavements, street furniture, outdoor swimming pools, outdoor tennis courts, walls, gates and fences unless also affecting the Buildings
 - (b) caused by or consisting of
 - (i) the normal settlement or bedding down of new structures
 - (ii) the settlement or movement of made up ground
 - (iii) coastal or river erosion
 - (c) resulting from
 - (i) demolition, construction, structural alteration or repair of any property
 - (ii) groundworks or excavationat the same premises
 - (d) which originated prior to the inception of this cover
- 12 Damage caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 13 Damage to a building or structure caused by its own collapse or cracking.
- 14 Damage to property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, alteration, cleaning or repair.
- 15 Damage to fixed glass or sanitaryware:
 - (i) occurring during installation or removal, or
 - (ii) which was cracked or fractured prior to inception of this insurance, or
 - (iii) occurring whilst the Premises are empty or unoccupied unless specifically agreed

Section A

Material Damage

- 16 Damage by fire to property caused by its undergoing any process involving the application of heat.
- 17 Damage to property or structures in course of construction or erection and materials or supplies in connection with all such property in the course of construction or erection.
- 18 The cost of maintenance or routine alteration or decoration.
- 19 Delay; loss of market; or any form of consequential loss, other than loss of rent when such loss is specifically included.
- 20 Damage to:
 - (a) livestock; growing crops; or trees
 - (b) vehicles licensed for road use; caravans; trailers; railway locomotives; rolling stock; watercraft or aircraft
 - (c) piers; jetties; bridges; culverts; or excavations
 - (d) property more specifically insured
 - (e) property which is or but for the existence of this policy would be insured under a marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.
- 21 The amount of the Excess specified in the Schedule.
- 22 Damage caused by any of the following whilst any of the Buildings is empty or not in use:
 - (a) Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
 - (b) Escape of water from any tank, apparatus or pipe.

Section A

Material Damage Conditions

CP1 - Electrical Circuit Maintenance Condition (5 year)

It is a condition precedent to Our liability that all electrical circuits are tested at least once in every five years by qualified electrical engineers and that any defects found are remedied immediately in accordance with the Regulations of the Institute of Electrical Engineers, their certificate to be issued to, and retained by, You as confirmation.

CP2 - Flat Roof Condition

It is a condition precedent to Our liability that any flat roofed portion of the Premises shall be inspected at intervals not exceeding twelve months by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately. You must keep a copy of the invoice showing that the work has been undertaken.

CP3 - Intruder Alarm Condition

It is a condition precedent to Our liability that in respect of any intruder alarm system installed at the Premises You shall ensure

- (a) it is regularly and efficiently maintained under a maintenance contract with the alarm company
- (b) it is brought into full and effective operation whenever the Premises are closed for business
- (c) the alarm company is immediately advised of any apparent defect in the intruder alarm
- (d) We are notified immediately in writing if You receive written notification from the police authority warning of possible or intended withdrawal of response to calls from the intruder alarm
- (e) Our agreement is obtained before replacing, extending or otherwise altering the intruder alarm
- (f) whenever the Premises are left unattended that
 - (i) all locks, bolts and other protective devices are in full operation
 - (ii) details of any codes used for the operation of the intruder alarm and all keys to the intruder alarm shall be either removed from the Premises or placed within a locked safe or strongroom, the keys to which are themselves removed from the Premises.

CP4 - Unoccupied Premises Condition

It is a condition precedent to Our liability that whenever the Premises is left unoccupied You must comply with the following

- (a) the gas supply must be turned off at the main
- (b) the water supply must be turned off at the main and the water installation fully drained down unless
 - (i) for the period 1st October to 30th April the Premises has low pressure hot water heating systems which are to remain on and
 - (ii) the mains services to the heating installation(s) are maintained in good condition and boilers are regularly serviced

- (c) the electricity supply to be turned off at the main except if it is necessary for essential circuits to be left on for
 - (i) intruder alarm systems
 - (ii) fire alarm systems
 - (iii) low pressure hot water heating systems
 - (iv) lighting for periodic securityand it must be ensured that
 - (1) the wiring to those parts is in safe and satisfactory condition
 - (2) non-essential circuits are isolated either by turning off at the main switch or by removal of fuses
- (d) all letterboxes to be sealed to prevent any insertion
- (e) all combustible contents to be removed from the Premises
- (f) the Premises to be made secure to prevent unauthorised entry with all glazed doors and ground, basement and other vulnerable windows to be securely boarded up unless either
 - (i) a security company is engaged to visit at night and an intruder alarm giving full external protection is operative or
 - (ii) a security company is engaged to guard the Premises on a 24 hour basis
- (g) any fire or theft protection/detection equipment to be maintained in efficient working order
- (h) the Premises to be visited at least once a week by a responsible adult and a thorough inspection carried out with a written record of visits maintained.

Section B

Employers', Public and Products Liability

This section is only operative if noted in your schedule

Special Definitions

Excess

The total amount inclusive of claimant's costs fees and expenses as stated in the Schedule payable by You or any other person entitled to receive indemnity before We are liable to make any payment

It being agreed that if any payment made by Us shall include this amount such amount shall be repaid to Us forthwith.

Injury

- (a) death, bodily injury, illness or disease of or to any person
- (b) mental injury; mental anguish or nervous shock but not defamation.

Offshore

From the time an Employee embarks onto a conveyance at the point of final departure to an Offshore rig platform or support vessel until the Employee disembarks onto land upon their return from an Offshore rig platform or support vessel.

Product

Any property (including packaging, containers and labels) 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 You or on Your behalf.

Terrorism

An act, including but not limited to the use or threat of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.

Operative And Indemnity Clause

We will indemnify You against:

- 1 Your liability to pay damages (including claimants' costs fees and expenses)
- 2 all costs fees and disbursements You incur with Our prior written consent in the defence or settlement of any claim under this insurance (hereinafter called "Defence Costs")

Defence Costs include legal expenses

- a) arising out of representation at any Coroners Inquest or Fatal Accident Inquiry
- b) arising out of any criminal prosecution proceedings (including any appeal) relating to an offence alleged to have been committed during the Period of Insurance and in the course of the Business in respect of matters which may form the subject of indemnity by this insurance (including, with Our prior consent Your directors, partners or Employees).

Provided that:

- i) We shall not be liable for any fines or penalties imposed as a consequence of such prosecution or appeal including the cost of complying with a publicity or remedial order as defined in the Corporate Manslaughter and Corporate Homicide Act 2007 arising in respect of such prosecution or appeal
- ii) We shall not be responsible for Defence Costs where at Our discretion We may require the opinion of counsel (whose appointment is at Our sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence and where such counsel's opinion is that there is no reasonable defence to the prosecution
- iii) Our liability for Defence Costs in cases of breach or alleged breach of The Health and Safety at Work Act 1974 and such Regulations as are passed under or exist as a consequence of that Act are (unless with Our prior consent otherwise) limited to prosecutions under Section 33(1) (a) to (c) of the Act or similar duty imposed under legislation in Northern Ireland, the Channel Islands or the Isle of Man
- iv) Our liability for Defence Costs in cases of breach or alleged breach of Part II of the Consumer Protection Act 1987 or the Food Safety Act 1990 will be limited to proceedings not consequent upon a deliberate act or omission

The indemnity applies only to such liability as defined by each insured Part(s) arising out of the Business specified in the Schedule subject always to the terms Conditions and Exclusions of such Part(s) and of the insurance as a whole.

Section B, Part A

Employers Liability

Special Definitions

Territorial Limits

- (a) Great Britain Northern Ireland the Channel Islands and the Isle of Man and offshore installations in territorial waters around Great Britain and its Continental Shelf
- (b) elsewhere in the world in respect of temporary Business visits undertaken by any Employee normally resident in the territories defined in (a) above provided that any action for compensation in respect of such Injury is brought in a court of law within the said territories or any other member country of the European Union.

Cover

We will indemnify You in accordance with the Operative and Indemnity Clause but only for Injury to an Employee where such Injury arises out of the Business and is caused during the Period of Insurance as stated in the Schedule within the Territorial Limits. Provided that Our liability to pay damages (including claimants' costs fees and expenses) and Defence Costs shall not exceed the Limit stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause.

Section B, Part B

Public Liability

Special Definitions

Territorial Limits

- (a) Great Britain Northern Ireland the Channel Islands and the Isle of Man and offshore installations in territorial waters around Great Britain and its Continental Shelf;
- (b) within any member country of the European Union outside the territories listed in (a) above in respect of temporary Business visits undertaken by any Employee normally resident in the territories defined in (a) above; and
- (c) elsewhere in the world in respect of temporary Business visits undertaken by any Employee normally resident in the territories defined in (a) above provided such employee is engaged in non-manual work.

Cover

We will indemnify You in accordance with the Operative Clause for

1. Injury
2. Damage (excluding Damage to Data)
3. Nuisance trespass or interference with any easement right of air, light, water or way
4. Wrongful arrest, false imprisonment or false eviction

occurring during the Period of Insurance as stated in the Schedule within the Territorial Limits and in the course of the Business. Provided that Our liability to pay damages shall not exceed the Limit stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause.

Section B, Part C

Products Liability

Special Definitions

Territorial Limits

Anywhere in the world in respect of Products sold or supplied from within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Cover

We will indemnify You in accordance with the Operative and Indemnity Clause for Injury and/or Damage occurring during the Period of Insurance as stated in the Schedule in connection with the Business and within the Territorial Limits but only against liability arising out of or in connection with any Product. Provided that Our liability to pay damages shall not exceed in aggregate the Limit stated in the Schedule in respect of all occurrences arising during any one Period of Insurance.

Section B

Extensions

Each Extension states the Part(s) to which it applies.

1 Additional Persons Insured

(Applicable to All Parts)

At Your request indemnity will be extended to:

- (a) any of Your directors, partners or Employees in respect of liability arising in connection with the Business
- (b) any officer committee or member of Your canteen sports social or welfare organisation; fire, security, first aid, medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity
- (c) any of Your directors, partners or senior officials in respect of private work undertaken for them with your consent by any Employee

each of whom shall be subject to the terms and conditions of this policy so far as they can apply as though the Insured and provided You would have been entitled to indemnity under this Section if the claim had been made against You.

2 Court Attendance Costs

(Applicable to All Parts)

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 insurance We will provide compensation at the following rates per day on which attendance is required

- | | |
|--|------|
| (a) You or any of Your directors or partners | £500 |
| (b) any Employee | £250 |

Provided always that

- (i) We shall not be liable unless We have the sole conduct and control of all claims covered by this Extension
- (ii) this Extension shall not apply to any liability which is covered by any other insurance.

3 Cross Liabilities

(Applicable to Parts B & C)

Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other. Provided that Our total liability shall not exceed the stated Limits of Indemnity.

4 Defective Premises Act

(Applicable to Part B)

We will indemnify You in respect of liability arising during the Period of Insurance under the Defective Premises Act 1972 or similar legislation in relation to any business premises or land of which You have disposed.

Provided that

- (a) such liability is not otherwise insured, and
- (b) We shall not be liable in respect of the costs incurred by anyone in removing rebuilding repairing or rectifying any such premises.

6 Exhibitions

(Applicable to Parts A & B)

We will indemnify You in respect of liability arising out of Your attendance at exhibitions during the Period of Insurance and within the Territorial Limits applicable to each Part(s).

6. General Data Protection Regulations

We will indemnify you in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by you provided that we will not be liable for:

- (a) the payment of fines and penalties
- (b) the cost of replacing reinstating rectifying or erasing any personal data.

Our liability shall not exceed £1,000,000 or the Limit of Indemnity shown in the schedule, whichever is the lower, during any one period of insurance inclusive of costs and expenses.

7 Indemnity To Principals

(Applicable to Parts A & B)

Where You so request, We agree to indemnify any Principal but only to the extent that such liability arises solely out of the work performed for the Principal by You or on Your behalf. Provided that the Principal shall be subject to and comply with the terms and Conditions herein and this clause shall in no way operate to increase the Limits of Indemnity as stated in the Schedule

8 Motor Contingent Liability

(Applicable to Part B)

Notwithstanding Exclusion 21 of this Section this insurance will indemnify You in respect of Injury or Damage arising out of the use of any motor vehicle owned by an Employee and being used in the course of the Business

Provided always that no indemnity is provided by this Extension:

- (a) in respect of Injury to any person being carried by motor cycle otherwise than in a sidecar attached to it
- (b) for Damage to any vehicle and/or contents therein
- (c) Injury or Damage arising while such vehicle is being driven by You or any Employee other than the owner of such vehicle
- (d) if such vehicle is more specifically insured
- (e) for any Employee whilst driving or in charge of such vehicle

Section B

Extensions

- (f) if such vehicle is being used outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (g) if the vehicle is being used with Your general consent or that of Your representative by any person who, to Your knowledge or the knowledge of such representative, does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.

9 Overseas Personal Liability

(Applicable to Part B)

We will indemnify You and, if You so request, any of Your directors or Employees (or immediate family accompanying You or them) against legal liability incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply to:

- (a) legal liability arising out of the ownership or occupation of land or buildings
- (b) where indemnity is provided by any other insurance.

10 Unsatisfied Court Judgements

(Applicable to Part A)

In the event of a judgement for damages being obtained by any Employee or the personal representatives of any Employee in any court situated within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

- (i) in respect of Injury to the Employee caused during any Period of Insurance and arising out of and in the course the Business, and
- (ii) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and
- (iii) payment remaining unsatisfied in whole or in part six months after the date of such judgement,

at Your request We will pay to the Employee or personal representative of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that

- (a) there is no appeal outstanding
- (b) if any payment is made under the terms of this Extension the Employee or personal representatives of the Employee shall assign the judgement including damages and costs to Us.

Section B

Conditions

Each Condition states the Part(s) to which it applies.

1 Application Of Limits Of Indemnity

(Applicable to Parts B & C)

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under both Parts B and C, each Part shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Our liability shall be limited to the greater of the Limits of Indemnity available under either Part providing indemnity for the occurrence or series of occurrences.

2 Costs Inclusive In USA & Canada

(Applicable to Parts B & C)

Where indemnity is provided in respect of occurrences in the United States of America or Canada or their dependencies or trust territories Our Liability inclusive of all costs and expenses shall not exceed the Limit of Indemnity shown in the Schedule.

3 Employers Liability Certificates

(Applicable to Part A)

If this policy or this Part is cancelled any certificate of Employer's Liability insurance is cancelled at the same time.

4 Proportionment Of Defence Costs

(Applicable to All Parts)

Except where the Limit of Indemnity is inclusive of Defence Costs if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim Our liability to pay all Defence Costs in connection with the claim shall be limited to such proportion of the Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of the claim.

5 Rights Of Recovery

(Applicable to Part A)

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and offshore installations in territorial waters around Great Britain and its Continental Shelf but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law ordinance or statute.

Section B

Exclusions

Each Exclusion states the Part(s) to which it applies.

1 Air And Water Craft

(Applicable to Part B)

We will not pay for liability arising out of the ownership possession or use by You or on Your behalf of any aircraft watercraft or hovercraft other than hand or sail propelled watercraft whilst being used on inland waterways.

2 Asbestos

(Applicable to Parts B & C)

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

3 Care, Custody And Control

(Applicable to Part B)

We will not pay for liability arising as a result of Damage to property owned leased or hired by You or under hire purchase or on loan to You or otherwise in Your care custody or control other than

- (a) premises (or the contents thereof) temporarily occupied by You for work in connection with the Business (but no indemnity is granted for Damage to that part of the property on which You are working and which arises out of such work)
- (b) directors', partners', Employees' and visitors' clothing and personal effects including vehicles and their contents
- (c) premises tenanted by You to the extent that You would be liable in the absence of any specific agreement.

4 Damage To Products

(Applicable to Part C)

We will not pay for Damage to any Product or part thereof.

5 Defective Work Or Materials

(Applicable to Part B)

We will not indemnify You in respect of the cost of replacing or making good faulty, defective or incorrect

- (a) workmanship, or
- (b) materials, goods or other property supplied, installed or erected by You or on Your behalf.

6 Excess

(Applicable to Parts B & C)

We shall not be liable for the Excess as stated in the Schedule in respect of the first amount of each claim or series of claims arising out of one originating cause.

7 Exports To North America

(Applicable to Part C)

We will not pay in respect of liability arising out of any Product which, with Your knowledge, is intended for export to the United States of America or Canada or their dependencies or trust territories.

8 Fines And Damages

(Applicable to Parts B & C)

We will not be liable in respect of:

- (i) any fines, penalties or liquidated damages
- (ii) punitive exemplary or aggravated damages or sums awarded in restitution or any additional damages resulting from the multiplication of compensatory damages.

9 Injury To An Employee

(Applicable to Parts B & C)

We will not pay for Injury to an Employee where such Injury arises out of the Business.

10 Liability Assumed Under Contract

(Applicable to All Parts)

We will not indemnify You

- 1 in respect of any claims under this section in respect of liability which is assumed by You under any contract or agreement unless We retain sole conduct and control of any claim
- 2 in respect only of claims arising under Part C, in the case of liability arising out of a condition or warranty of goods implied by law We will not indemnify You unless liability would have attached in the absence of such agreement.

Provided that We shall not in any event provide indemnity in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

11 Motor Vehicles

(Applicable to Part B)

We will not pay for any liability arising out of the ownership possession or use by You or on Your behalf of any motor vehicle or trailer for which compulsory insurance is required by legislation other than liability

- (a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer
- (b) arising beyond the limits of any carriageway or thoroughfare by the loading or unloading of any motor vehicle or trailer
- (c) for Damage to any bridge weighbridge road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon
- (d) arising out of any motor vehicle or trailer temporarily in Your custody or control for the purpose of parking

and where such liability does not require compulsory insurance by legislation governing the use of any motor vehicle or trailer.

Section B

Exclusions

12 Offshore Work

(Applicable to Part A)

We will not be liable in connection with any work Offshore. If We are required by law to make a payment regarding Offshore cover then a Limit of Indemnity of £5,000,000 any one occurrence shall apply.

13 Overseas Courts Outside EU

(Applicable to Parts B & C)

We will not indemnify You in respect of any claims made against You in any country outside the EU in which You have a branch or are represented by any resident Employee or any individual or organisation holding Your power of attorney.

14 Pollution

(Applicable to Parts B & C)

We will not pay for any liability arising:

- (a) from Pollution other than caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place. Provided that Our liability shall not exceed the sum stated in the Schedule in respect of all occurrences.
- (b) directly or indirectly from any Pollution or contamination in the United States of America or Canada or their dependencies or trust territories.

15 Product Recall

(Applicable to Part C)

We shall not be liable for any liability arising out of the recall of any Product or part thereof.

16 Products Supplied

(Applicable to Part B)

We will not pay for any liability arising out of Products Supplied other than:

- (a) food or drink sold or supplied for consumption by Your directors, Employees or visitors
- (b) the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose.

17 Professional Advice & Design

(Applicable to Parts B & C)

We will not pay for liability arising out of professional advice design or specification given by You for a fee or in circumstances where a fee would usually be charged.

18 Repair Or Replacement Of Products

(Applicable to Part C)

We shall not be liable for costs incurred in the repair reconditioning or replacement of any Product or part thereof and/or financial loss consequent upon the necessity for such repair reconditioning or replacement

19 Road Traffic Act

(Applicable to All Parts)

This insurance does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.

20 Safety Critical

(Applicable to Part C)

We will not pay in respect of liability arising out of any Product which, with Your knowledge, is intended for manufacturers of aircraft and safety critical aircraft components such as airframe, driving equipment, landing gear, under structure, electronic equipment, hydraulic equipment and technical instruments.

21 Terrorism

(Applicable to Part B)

We will not pay for liability directly or indirectly caused by, resulting from or in connection with

- (a) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism

This exclusion does not apply to Part A, Employers Liability.

Section B

Endorsements

LE01 Manual Work Away Exclusion (Other Than Collection & Delivery)

We will not indemnify You under Section C in respect of any claims arising in connection with any manual work away from Your premises by You or Your Employees other than for collection and delivery only.

LE02 Professional Indemnity Exclusion

Exclusion 17 of Section C is amended to read:

We will not pay for liability arising out of the exercising by You or any of Your Employees, agents or Sub Contractors of any professional advice design or specification whether fees are charged or not.

LE03 Rights of Recourse Condition

It is a condition precedent to Our liability that You maintain full rights of recourse against any manufacturer or supplier with whom You have entered into a legal contract for the provision of Products as defined in this insurance.

LE04 Bona Fide Sub-Contractors Condition

It is a condition precedent to Our liability that all sub-contractors have Employers Liability and Public Liability insurance in respect of their liability at law for Injury or Damage arising in connection with the Business described in the Schedule and that

- i) the Limit of Indemnity of the Public Liability insurance is not less than the Limit provided by Section C – Part B of this policy in respect of any one claim arising out of one cause, and
- ii) those insurances extend to indemnify You as Principal against all liability for such Injury or Damage.

LE05 Exclusion of Work in Computer Rooms

We will not indemnify you under Section C in respect of any claims arising in connection with any work carried out by You or Your Employees on mainframe computers or rooms containing mainframe computers.

LE06 Efficacy Exclusion

We will not indemnify You in respect of any claim arising from the failure of any Product to perform the function for which it was intended or Your failure or partial failure to carry out the task or function for which You were engaged.

Section C, Part A

Money

This section is only operative if noted in your schedule

Cover

Where Your Schedule includes cover under Section A, Part A – Material Damage, We will indemnify You up to the Limits shown below, against

		Limit
1)	Loss of Non Negotiable Documents from any cause	£250,000
	Loss of Money from any cause whilst	
	(a) in the Premises outside Business Hours not contained in locked safes or strongrooms	£1,000
	(b) in Your private residence or that of Your authorised directors, partners or employees or collectors	£1,000
2)	(c) in the Premises outside Business Hours contained in locked safes or strongrooms as notified to and agreed by Us	£1,000
	(d) in the Premises during Business Hours	£500
	(e) whilst in Transit or in a bank night safe	£250
3)	Damage by thieves to safes and strongrooms; stamp franking machines; and approved security cases; bags or waistcoats containing the Money and Non Negotiable Documents insured hereby.	£2,500

occurring during the Period of Insurance

Extension

1 Employees Effects

We will pay up to £500 in respect of Your clothing and personal possessions or those belonging to any director, partner or employee in the event of Damage caused as a result of theft or attempted theft of Money.

Conditions

1 Keys

It is a condition precedent to Our liability that outside Business Hours the safes and strongrooms must be kept locked and the keys of the safes and strongrooms removed from the Premises.

2 Protections

It is a condition precedent to Our liability that whenever the Premises are closed for business or left unattended all security devices provided to protect the Premises are properly fitted and put into full operation.

3 Record Keeping

It is a condition precedent to Our liability that

- You keep a complete, accurate and up-to-date record of the Money and Non Negotiable Documents; and
- You deposit such record in a secure place other than in the safes and strongrooms containing the Money and Non Negotiable Documents.

4 Transit

It is a condition precedent to Our liability that when Money in excess of £3,000 is In Transit it shall be escorted as follows:-

Amount in Transit	Minimum Escort
£3,001 to £6,000	Two able bodied persons (including carrier)
£6,001 to £10,000	Three able bodied persons (including carrier)
£10,001 and over	Specialist Security Company

Exclusions

We will not pay in respect of:

- Shortages due to clerical or accounting errors.
- Loss due to the fraud or dishonesty of any of Your directors, partners or employees which is
 - not discovered within fourteen working days of the incident;
 - more specifically insured by any other insurance or insurances except in respect of any loss beyond the amount payable under such other insurance or insurances.
- Loss of Money and or Non Negotiable Documents from:-
 - vending or gaming machines unless specifically stated in the Schedule;
 - an Unattended Vehicle.
- Damage arising elsewhere than in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or (in relation only to the Business operating from within the United Kingdom) the Republic of Ireland.
- Unexplained loss or disappearance.
- Loss arising from the use of any counterfeit, false or fraudulent payment which you are unable to collect or recover for any reason.

Section C, Part B

Assault

Special Definitions

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or (in relation only to the Business operating from within the United Kingdom) the Republic of Ireland.

Cover

If in connection with the Business the Person Insured suffers an assault within the Territorial Limits during the Period of Insurance and which independently of any other cause is the sole cause of Results (a) - (f) specified below where Your Schedule includes cover under Section A, Part A – Material Damage We will pay:

- 1 compensation as detailed below to You or Your legal representative, or at Your request the Person Insured or their legal representative, for any of the Results specified below.
- 2 Medical Expenses You or the Person Insured incurs as a direct consequence of the assault.

Result(s)

		Limit
(a)	Death	£25,000
(b)	Total and Permanent loss of all sight in one or both eyes	£25,000
(c)	Total loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle or total and Permanent loss of use of one or both hands or feet	£25,000
(d)	Permanent Total Disablement other than shown in b) and c) above	£25,000
(e)	Damage to clothing and personal effects belonging to the Person Insured	£250
(f)	Temporary Total Disablement	£100

Compensation Clauses

- 1 We will pay compensation for Result (f) Temporary Total Disablement:-
 - (a) for a period not exceeding 104 weeks from the commencement of the Result;
 - (b) when the total amount has been agreed or at Your request at intervals of not less than four weeks (but not in advance) commencing four weeks after We receive written notice of any injury.

- 2 We will not pay compensation for:-
 - (a) any of the Results (a) to (d) and (f) nor for any related Medical Expenses unless such Result(s) occur within two years of occurrence of the injury which causes such Result(s);
 - (b) more than one of Result(s) (a) to (d) and when one of those Results is payable We will not pay for any of the Result(s) caused by any subsequent injury to such Person Insured.
- 3 If We pay compensation for Result (f) the amount We have paid will be deducted from any compensation payable for Result(s) (a) to (d) arising from the same assault.

Conditions

- 1 In the event of death We shall be entitled to have a post-mortem examination at Our expense.
- 2 In the event of disablement the Person Insured must immediately place him or herself under the care of a qualified medical practitioner and submit to medical examination at Our expense as often as We may reasonably require.
- 3 All certificates information and evidence We require shall be furnished at the expense of the claimant under this Section and shall be in the form and of such nature as We shall prescribe.

Section D

All Risks

This section is only operative if noted in your schedule

Special Definitions

Territorial Limits

- 1 Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but excluding the Premises
- 2 The Territories described in 1 and anywhere else within the European Union

Cover

In the event of accidental Damage to property as detailed in the Schedule by any accidental cause not otherwise excluded occurring during the Period of Insurance anywhere within the Territorial Limits specified against each item, We will pay You the value of the property or the amount of the Damage or, at our option, replace or reinstate the property.

Provided that Our liability in any one Period of Insurance shall not exceed in respect of any one item its Sum Insured or in the aggregate the Total Sum Insured.

Extensions

1 Automatic Reinstatement Of Sum Insured

In consideration of the insurance not being reduced by the amount of any Damage You shall pay the appropriate extra premium on the amount of the Damage from the date of the Damage to the date of the expiry of the Period of Insurance.

Conditions

1 Brand Or Trademark

In the case of Damage to property bearing a brand or trademark which in any way carries or implies the guarantee or the responsibility of the manufacturers or You, the salvage value of such property that has been the subject of Damage shall be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics or withdrawal of guarantees or implied responsibilities.

2 Non-Invalidation

The insurance of this Section shall not be invalidated by any act, error, omission or alteration unknown to You or beyond Your control whether the risk of Damage is increased or otherwise. Provided that You inform Us immediately You become aware of the act, error, omission or alteration and pay an additional premium if required.

3 Other Interests

We will automatically cover the interests of any third parties You are required to include in this insurance in consequence of any mortgage, hiring, leasing or similar agreement. Provided that You shall advise Us of the name of any interested party and the nature and extent of their interest in the event of Damage.

4 Reinstatement

N.B. The provisions of these Reinstatement Conditions do not apply to directors', partners', employees', visitors' or customers' personal effects, pedal cycles, tools and instruments.

In the event of the property insured under each item of the Schedule being the subject of Damage by any cause not excluded under this Section, the basis upon which the amount payable under each of the said items of the Schedule is to be calculated shall be the reinstatement of the property which has been the subject of Damage subject to the following Special Provisions.

For the purposes of this clause "reinstatement" shall mean the carrying out of the following work namely:-

- (a) where property is destroyed, its replacement by similar property in a condition equal to but not better or more extensive than its condition when new;
- (b) where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions

1. The work of reinstatement (which may be carried out in any manner suitable to Your requirements subject to Our liability not being thereby increased) must be commenced and carried out within a reasonable period, otherwise no payment shall be made beyond the amount which would have been payable under the Section if this clause had not been included.
2. When any property insured under this clause is damaged or destroyed in part only, Our liability shall not exceed the sum representing the cost which We could have been called upon to pay for reinstatement if such property had been wholly destroyed.
3. No payment shall be made beyond the amount which would have been payable under the Section if this clause had not been included until the cost of reinstatement has actually been incurred.
4. In respect of each item insured under this clause General Condition 4(f) – Underinsurance is amended to read:-

If the sum insured on any item at the time of reinstatement is less than 85% of the cost of reinstating the whole of the property insured by such item at the time of reinstatement then 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.

Section D

All Risks

5. No payment shall be made beyond the amount which would have been payable under this Section if this clause had not been included if at the time of any destruction or damage to any property insured there is in force any other insurance effected by You or on Your behalf which is not arranged on the identical basis of reinstatement.
6. Where, by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under the Section if this clause had not been included, the rights and liabilities of both You and Us in respect of the destruction or damage shall be those which would have applied had this clause not been included.

5 Subrogation Waiver

In the event of a claim arising under this Section We agree to waive any rights, remedies or relief to which We might have become entitled by subrogation against any company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to You or any company which is a Subsidiary of a Parent Company of which You are Yourself a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I.) Order as appropriate current at the time of Damage.

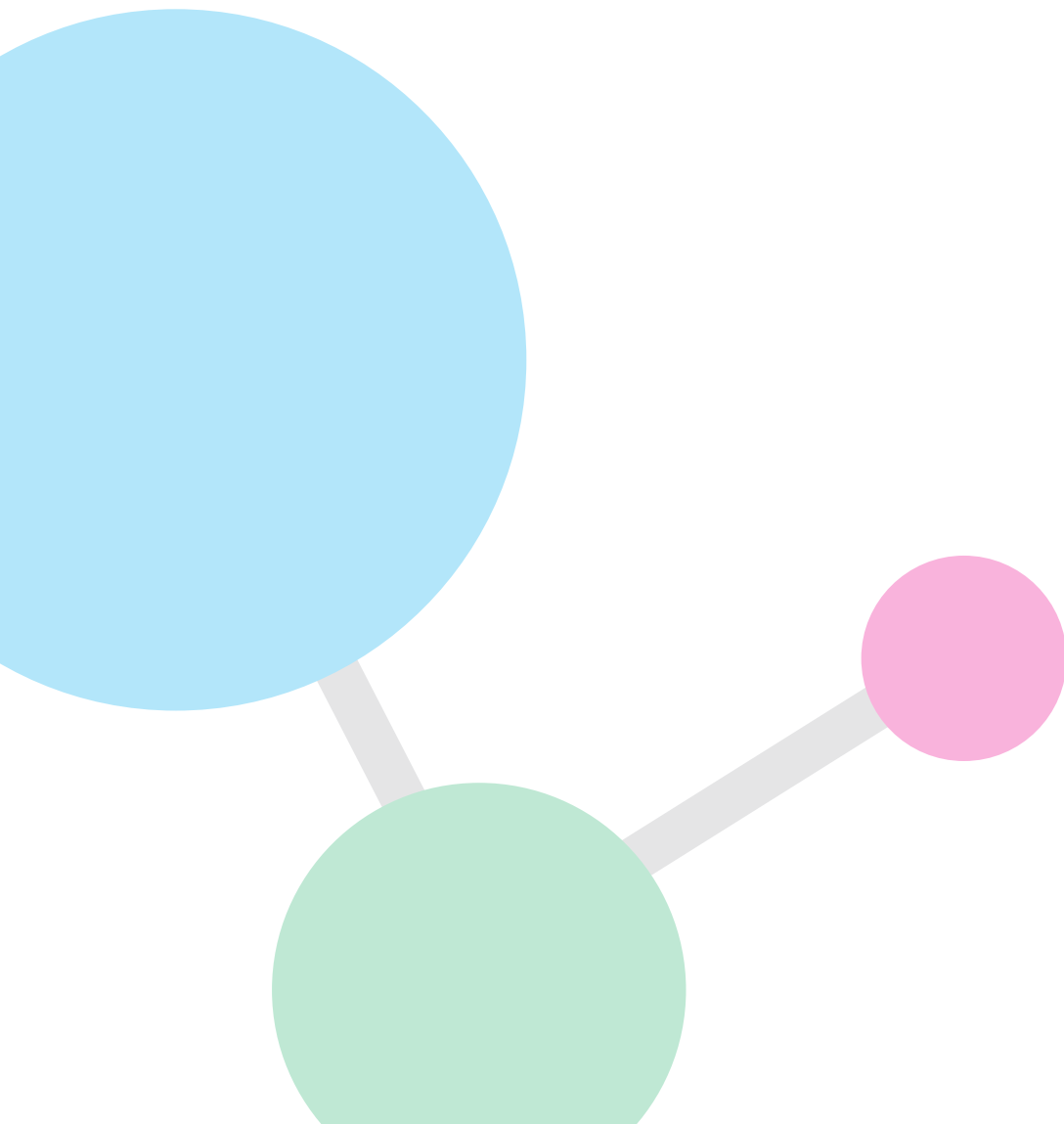
Exclusions

We will not pay in respect of:

- 1 Damage caused by or consisting of
 - (a) wear and tear; frost; wet or dry rot; dampness or dryness; or any other gradually operating cause
 - (b) corrosion; rust; shrinkage; evaporation; loss of weight; marring; scratching
 - (c) change in:
 - (i) temperature
 - (ii) colour
 - (iii) texture, or
 - (iv) finish
 - (d) (i) moth
 - (ii) vermin
 - (iii) insects, or
 - (iv) fungal attackhowever caused
 - (e) inherent vice; latent defect; faulty or defective design or materials
 - (f) faulty or defective workmanship; operational error or omission on Your part or the part of any of Your employees
 - (g) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates
- 2 Damage caused by any kind of seepage or any kind of pollution and/or contamination but this shall not exclude Damage to the property insured specified in the Schedule caused by
 - (a) pollution or contamination which itself results from a Defined Peril
 - (b) a Defined Peril which itself results from pollution or contamination.
- 3 Damage by storm, wind, rain, hail, sleet, snow, flood or dust to property in the open.
- 4 Theft or attempted theft of property in the open or in Outbuildings.
- 5 Damage by theft or attempted theft caused by or in collusion with You or any of Your directors, partners or employees or any member of Your family.
- 6 Theft or attempted theft from Unattended Vehicles.
- 7 Damage caused by or consisting of acts of fraud dishonesty or deception.
- 8 Damage to Money and securities of any description.
- 9 Damage caused by or consisting of unexplained disappearance or inventory shortage, misfiling or misplacing of information.
- 10 Damage to the contents of machines unless specified in the Schedule.
- 11 Delay, confiscation, requisition, embargo or nationalisation by order of the government or any public authority; loss of market; or any form of consequential loss.
- 12 Damage to property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, alteration or repair.
- 13 Damage by fire to property caused by its undergoing any process involving the application of heat.
- 14 The cost of maintenance or routine alteration or decoration.
- 15 Property more specifically insured.
- 16 Property which is or but for the existence of this policy would be insured under a marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.
- 17 The amount of the Excess specified in the Schedule.

Professional Indemnity

Section E



Important Information

This section is only operative if noted in your schedule

Important Notice To The Insured

This insurance is a legal contract. Please read it carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions. The Insurance Broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary. Your attention is particularly drawn to the notice that appears overleaf.

“THIS IS A CLAIMS MADE AND CIRCUMSTANCE NOTIFIED INSURANCE”

The INSURED having made a proposal to INSURERS containing particulars and statements which it is hereby agreed are the basis of this insurance and are to be considered as incorporated herein, and in consideration of the INSURED having agreed to pay the premium, INSURERS agree to indemnify the INSURED, subject to the terms, conditions, exclusions and limitations of this insurance.

1.1 Insuring Clause

INSURERS shall indemnify the INSURED, up to the INDEMNITY LIMIT, for the amount of any claim including claimant's costs and expenses first made against the INSURED and notified to INSURERS during the POLICY PERIOD in respect of any civil liability which arises out of the exercise and conduct of the BUSINESS.

1.2 Defence Costs

INSURERS shall also indemnify the INSURED for DEFENCE COSTS where such costs have been incurred with INSURERS' prior written consent. Such DEFENCE COSTS shall be payable in addition to the INDEMNITY LIMIT and shall not be the subject of any EXCESS.

In the event that a settlement is made with any party in excess of the INDEMNITY LIMIT, INSURERS' liability in respect of DEFENCE COSTS shall be in the same proportion that the INDEMNITY LIMIT bears to the sum which would be payable by INSURERS but for the INDEMNITY LIMIT.

Extensions

The following extensions are granted as part of this insurance, subject to the terms, conditions, exclusions and limitations of this insurance.

2.1 Loss Of Or Damage To Documents

In the event of physical loss of or damage to DOCUMENTS suffered and notified to INSURERS during the POLICY PERIOD, the INSURED is indemnified for any claim or reasonable and necessary costs and expenses incurred in replacing, restoring or reconstituting any DOCUMENTS which are the property of the INSURED or are in the INSURED's care, custody or control.

The maximum amount payable by INSURERS shall be £50,000 in the aggregate. An EXCESS of £1,000 each and every claim shall apply. Should the EXCESS shown in the SCHEDULE be less than £1,000 each and every claim then the EXCESS shown in the SCHEDULE shall apply.

2.2 Joint Venture/Consortium

The INSURED is indemnified for any claim first made against the INSURED and notified to INSURERS during the POLICY PERIOD which the INSURED may become legally liable to pay, whether jointly or severally, which arises out of the exercise and conduct of the BUSINESS whilst a member of a joint venture or consortium where such joint venture or consortium together with the turnover/fees of the joint venture or consortium (not just the INSURED's proportion) has been declared to and agreed by INSURERS, whether or not the joint venture or consortium is conducted through a separate legal entity.

2.3 Self Employed Persons

The INSURED is indemnified for any claim for civil liability first made against the INSURED and notified to INSURERS during the POLICY PERIOD which the INSURED may become legally liable to pay, arising out of the use of self employed or contract hire persons in the exercise and conduct of the BUSINESS. The use of individual persons need not be disclosed to INSURERS, but details of payments to such persons must be declared to INSURERS at renewal of this insurance.

For the purpose of this insurance such persons are deemed to be employees of the INSURED.

2.4 Indemnity To Employees, Former Employees And/ Or Consultants

Employees or former employees of the INSURED are indemnified for civil liability first made against them and notified to INSURERS during the POLICY PERIOD which arises out of the exercise and conduct of the BUSINESS.

Former partners, former directors or former employees of the INSURED who have continued as consultants to the INSURED and any persons who were formerly consultants to the INSURED are indemnified in respect of any claim for civil liability first made against them and notified to INSURERS during the POLICY PERIOD which arises out of the exercise and conduct of the BUSINESS.

2.5 Infringement Of Copyright Or Patents

The INSURED is indemnified for reasonable DEFENCE COSTS incurred during the POLICY PERIOD with INSURERS' prior written consent (not to be unreasonably withheld) in the defence of any injunction and/ or proceedings in respect of infringement or alleged infringement of any copyright or patents or other intellectual property rights vested in or otherwise enjoyed by the INSURED.

The maximum amount payable by INSURERS shall be £50,000 in the aggregate. An EXCESS of £1,000 each and every claim shall apply. Should the EXCESS shown in the SCHEDULE be less than £1,000 each and every claim then the EXCESS shown in the SCHEDULE shall apply.

2.6 Defamation, Libel And Slander

The INSURED is indemnified for any claim first made against the INSURED and notified to INSURERS during the POLICY PERIOD in direct consequence of any defamation, libel or slander by the INSURED which arises out of the exercise and conduct of the BUSINESS.

An EXCESS of £1,000 each and every claim shall apply, unless the EXCESS shown in the SCHEDULE is less than £1,000 each and every claim, in which event the EXCESS shown in the SCHEDULE shall apply.

2.7 Dishonesty Of Employees

The INSURED is indemnified for any claim first made against the INSURED and notified to INSURERS during the POLICY PERIOD which arises out of the exercise and conduct of the BUSINESS brought about, or contributed to, by the fraudulent, criminal or malicious act or omission of any person at any time employed by the INSURED provided that:

- 2.7.1 no person committing such fraudulent, criminal or malicious act or omission shall be entitled to indemnity
- 2.7.2 any monies which but for such fraudulent, criminal or malicious act or omission would be due from the INSURED to the person committing such act, or any monies held by the INSURED and belonging to such person, shall be deducted from any amount payable under this insurance.

Claims Conditions

The following claims conditions apply to this insurance:

3.1 Conditions Precedent To Liability

All conditions set out below (3.2 – 3.5 inclusive) are deemed to be conditions precedent to INSURERS' liability under this insurance.

3.2 Discovery Of A Claim Or Circumstance

3.2.1 If during the POLICY PERIOD the INSURED receives notice of any claim that is subject to indemnity under this insurance other than any claim provided for in 3.2.2, the INSURED shall give notice (in accordance with condition 3.3) to INSURERS as soon as practicable within 15 working days and, in any event, before expiry of the POLICY PERIOD.

3.2.2 If during the POLICY PERIOD the INSURED receives a LETTER OF CLAIM, the INSURED shall give notice (in accordance with condition 3.3) to INSURERS as soon as practicable and in any event within 5 working days from receipt of such LETTER OF CLAIM and before expiry of the POLICY PERIOD.

3.2.3 If during the POLICY PERIOD the INSURED becomes aware of any CIRCUMSTANCE, the INSURED shall give notice (in accordance with condition 3.3) to INSURERS of such CIRCUMSTANCE as soon as practicable and, in any event, before expiry of the POLICY PERIOD.

INSURERS agree that any CIRCUMSTANCE notified to them during the POLICY PERIOD which subsequently gives rise to a claim after expiry of this insurance shall be deemed to be a claim first made during the POLICY PERIOD.

3.3 Notice

Notice to INSURERS under condition 3.2 shall not be valid unless it has been received in writing by the persons shown in the SCHEDULE.

3.4 Admission Of Liability

In the event of any claim or CIRCUMSTANCE, the INSURED shall not admit liability or make any admission, offer, promise, or payment without INSURERS' prior written consent.

3.5 Conduct Of Claims

Following notification of any claim or CIRCUMSTANCE, INSURERS shall be entitled to take over and conduct in the name of the INSURED the investigation, defence or settlement of any such matter. The INSURED shall CO-OPERATE and provide all such assistance as INSURERS may reasonably require.

General Conditions

The following general conditions apply to this insurance:

4.1 Retroactive Cover

In the event of a claim being notified to INSURERS which arises out of the exercise and conduct of the BUSINESS prior to the POLICY PERIOD, INSURERS shall indemnify the INSURED if there was in place at the time of the incident, Professional Indemnity insurance to the same extent as provided by this policy.

4.2 Subrogation

The INSURED must promptly provide the INSURER with all documents and information that the INSURER may request and provide the INSURER with all assistance and co-operation that the INSURER may require in order to try and obtain reimbursement from any third party of any CLAIM including where relevant, DEFENCE COSTS that INSURERS may have to pay in relation to any CLAIM made against the INSURED

4.3 Insurance Disputes

This insurance is governed by the laws of England and Wales. Any dispute or difference between the INSURED and INSURERS arising from this insurance shall be referred for determination to Senior Counsel of the English Bar, to be mutually agreed between INSURERS and the INSURED, or any other person as may be mutually agreed. In the event of disagreement regarding the appointment, the Chairman of the Bar Council shall appoint a suitable person. The findings of the agreed or appointed person shall be binding on INSURERS and the INSURED, and the cost of such referral shall be allocated by the agreed or appointed person on a fair and equitable basis.

4.4 Claim Settlements

INSURERS may at any time pay to the INSURED in connection with any claim or claims the INDEMNITY LIMIT (less any sums already paid) or any lesser sum for which such claim or claims can be settled and upon such payment INSURERS shall not be under any further liability in respect of such claim or claims except for DEFENCE COSTS incurred prior to such payment with INSURERS' prior written consent.

4.5 Contracts (Rights Of Third Parties) Act 1999

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999, and for the avoidance of doubt:

- 4.5.1 this insurance is not intended to confer any enforceable rights upon any third party, whether or not an interest of such third party is acknowledged by INSURERS;
- 4.5.2 the parties to this insurance shall be entitled to rescind or vary this insurance without the consent of any third party, whether or not an interest of such third party is acknowledged by INSURERS;

- 4.5.3 in the event of proceedings by a third party against INSURERS for the enforcement of any provision of this insurance, INSURERS shall have available to them any defence or set off which would have been available if the proceedings had been brought by the INSURED.

4.6 Several Liability Notice

The subscribing INSURERS' obligations under insurances to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing INSURERS are not responsible for the subscription of any co-subscribing INSURER who for any reason whatsoever does not satisfy all or part of its obligations.

4.7 Combined Claims

Where the same original cause gives rise to an entitlement on the part of the INSURED to indemnity under insuring clause 1.1 and any extension(s) under this insurance, the maximum amount payable by INSURERS under insuring clause 1.1 and such extension(s) shall not exceed the INDEMNITY LIMIT.

Exclusions

This insurance shall not indemnify the INSURED in respect of any liability for, or directly or indirectly arising out of, or in any way involving:

5.1 Liability Involving Transport Or Property Owned By The INSURED

The ownership, possession or use by or on behalf of the INSURED of any aircraft, watercraft, hovercraft, motor vehicle or trailer or any buildings, structures, premises or land or that part of any building leased, occupied or rented by the INSURED or any property of the INSURED.

5.2 Liability Arising Out Of Employment

Any injury, disease, illness (including mental stress) or death of any employee under a contract of service with the INSURED or any claim arising out of any dispute between the INSURED and any present or former employee or any person who has been offered employment with the INSURED.

5.3 Supply Of Goods

The manufacture, construction, alteration, repair, servicing or treating of any goods or products sold, distributed or supplied including the sale and/or supply of hardware and/or software by the INSURED.

5.4 Fraud, Dishonesty Or Criminal Act

Any act, error or omission of any partner or director of the INSURED which is dishonest, fraudulent, criminal or malicious, and/or any claim where any person has committed a dishonest, fraudulent, criminal or malicious act after discovery by the INSURED of reasonable cause for suspicion that such act has been committed.

5.5 Controlling Interest

Any claim made against the INSURED by either:

- 5.5.1 any entity in which the INSURED exercises a controlling interest; or
- 5.5.2 any entity exercising a controlling interest over the INSURED by virtue of having a financial or executive interest in the operation of the INSURED;

unless such claim is made against the INSURED for an indemnity or contribution in respect of a claim made by an independent party against the said entities detailed in 5.5.1 or 5.5.2 and arises out of the exercise and conduct of the BUSINESS.

5.6 Liquidated Damages

Any claim in respect of liquidated damages or penalties due to liability assumed by the INSURED under any contract or agreement where such liability would not have existed in the absence of such contract or agreement.

5.7 Nuclear Risks

Any of the following:

- 5.7.1 ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 5.7.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5.8 War And Terrorism

Any of the following:

- 5.8.1 war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion;
- 5.8.2 usurped power;
- 5.8.3 confiscation or nationalisation or requisition or destruction or damage or loss of property by or under the order of any government or public or local authority;
- 5.8.4 any act or acts of terrorism, force or violence for political, religious or other ends directed towards the overthrowing or influencing of the government, or for the purpose of putting the public in fear, by any person or persons acting alone or together or on behalf of or in connection with any organisation;
- 5.8.5 any action taken in controlling, preventing, suppressing or in any way relating to 5.8.1 and/or 5.8.2 and/or 5.8.4 above.

The burden of proving that a claim does not fall within this exclusion shall be upon the INSURED.

5.9 Area Of Activities

Any work or activities undertaken by the INSURED outside the GEOGRAPHICAL LIMITS.

5.10 Jurisdiction

Any claim brought (or the enforcement of any judgement or award entered against the INSURED) in the courts of the United States of America and/or Canada or their Dominions or Protectorates.

5.11 Fines, Penalties, Punitive, Multiple Or Exemplary Damages

Fines, penalties, punitive, multiple or exemplary damages, other than in respect of defamation, libel or slander where such have been identified separately within any judgement or award.

Exclusions

5.12 Loss Of Documents - Magnetic Or Electrical Media

The physical loss of or damage to DOCUMENTS which are stored on magnetic or electrical media unless such DOCUMENTS are duplicated on magnetic or electrical media with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the DOCUMENTS to their original status and provided always that such duplicates are securely stored in a separate location to the original DOCUMENTS.

5.13 Pollution

POLLUTION unless it was caused by a negligent act, negligent error or negligent omission by the INSURED and/or by others acting on behalf of the INSURED, provided that such POLLUTION was not caused by an intentional act of the INSURED.

In respect of any claim arising from POLLUTION the INDEMNITY LIMIT shall be amended to “each and every claim and in the aggregate” and not as shown in the SCHEDULE.

Furthermore, for the purposes of this clause only, DEFENCE COSTS shall not be paid in addition to but shall be included within the INDEMNITY LIMIT and shall be subject to the EXCESS shown in the SCHEDULE and not as stated in clause 1.2.

5.14 Directors’ And Officers’ Liability

Any claim arising from being a director, officer or trustee of the INSURED (as opposed to those duties and functions carried out in furtherance of the BUSINESS) or from the acceptance of any directorship or trusteeship in any other company not forming part of the INSURED.

5.15 Other Insurance

Any claim where the INSURED is entitled to indemnity under any other insurance(s) except in respect of any amount for which the INSURED would otherwise be entitled to indemnity under this insurance beyond the amount for which the INSURED is entitled to indemnity under such other insurance.

5.16 Previous Claims And Circumstances

Any claim or circumstance that may give rise to a claim which has been notified and accepted by insurers in respect of any other insurance attaching prior to the inception of this insurance or as disclosed as a material fact to INSURERS which formed the basis of this insurance or any claim or circumstance that may give rise to a claim of which the INSURED was or should have been aware prior to the inception of this insurance.

5.17 Trading Losses

Any trading losses or trading liabilities incurred by any business managed or carried on by the INSURED including loss of any client account or business.

5.18 Failure To Arrange Insurance And/Or Finance

Any consequential loss arising from the failure of the INSURED to arrange and/or maintain insurance and/or finance.

5.19 Asbestos

Any claim involving asbestos.

5.20 Financial Services

Any claim arising out of Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time.

5.21 Pension Trustee Liability

The INSURED acting in the capacity of trustee, fiduciary or administrator of any employer-sponsored pension or superannuation scheme or superannuation programme.

5.22 Bodily Injury And/Or Property Damage

Any claim arising out of injury, disease, illness (including mental stress) or death of any person(s) or loss of or damage to property (except as provided under extension 2.1) unless such claim arises directly out of any negligent act, negligent error or negligent omission by the INSURED arising from the exercise and conduct of the BUSINESS.

Definitions and Interpretations

Headings and notes are for information purposes only and are not to be construed as part of this insurance. Various words and phrases are used in this insurance and wherever they appear in capital letters, whether they are used in the plural or singular form, they are deemed to have the meaning set out below:

6.1 Insured

Shall mean the corporate body or bodies named as the INSURED in the SCHEDULE including:

- 6.1.1 Any predecessors in business;
- 6.1.2 Any business for which the INSURED is legally liable in consequence of the INSURED'S acquisition of such business (whether partial or otherwise) prior to inception of this insurance provided INSURERS have been notified in writing of the existence of such other business and have not refused to insure it;
- 6.1.3 Any office or division of the INSURED as specified above unless expressly stated otherwise.

6.2 Business

Shall mean advice given and service(s) performed by or on behalf of the INSURED, by suitably qualified or experienced persons, as detailed in the SCHEDULE.

Where the INSURED is liable for a sub-consultant the definition of BUSINESS is extended to include any professional activities of the sub-consultant for which the INSURED is liable.

6.3 Schedule

Shall mean the document entitled "SCHEDULE" that relates to this insurance.

6.4 Indemnity Limit

Shall mean the sum shown in the SCHEDULE which is available to indemnify the INSURED in respect of each claim, provided always that where more than one claim arises from the same original cause, all such claims shall be deemed to be one claim and only one INDEMNITY LIMIT shall be payable in respect of the aggregate of all such claims.

6.5 Policy Period

Shall mean the period shown in the SCHEDULE plus any extensions to the period which may be granted by INSURERS.

6.6 Defence Costs

Shall mean all costs and expenses incurred in the investigation, defence or settlement of any claim or CIRCUMSTANCE notified under the terms of this insurance and/or the cost of representation at any enquiry or other proceedings which have a direct or indirect relevance to the investigation, defence or settlement of any matter notified under the terms of this insurance.

6.7 Circumstance

Shall mean information or facts or matters of which the INSURED is aware which is likely to give rise to a claim against the INSURED which the INSURED could become legally liable to pay and which arises out of the exercise and conduct of the BUSINESS.

6.8 Documents

Shall mean project models or displays, deeds, wills, agreements, maps, plans, records, photographs or negatives, written or printed books, letters, certificates or written or printed documents of any nature whatsoever and shall include computer software and systems records (electronic data shall be deemed to be physical property for the purposes of this insurance). This definition excludes bearer bonds, coupons, bank or currency notes and other negotiable paper.

6.9 Excess

Shall mean the sum shown in the SCHEDULE unless otherwise stated in this insurance and shall be the first amount of each claim that is payable by the INSURED which shall not be indemnified by INSURERS. Where, however, more than one claim is made during the POLICY PERIOD which arises from the same original cause then only a single EXCESS shall apply in respect of such claims.

6.10 Letter Of Claim

Shall mean the Letter of Claim as detailed in any applicable Pre-Action Protocol.

6.11 Co-Operate

Shall mean that the INSURED:

- 6.11.1 assists INSURERS and their duly appointed representatives to put forward the best possible defence of a claim within the time constraints available;
- 6.11.2 shall have adequate internal systems in place, which will allow ready access to material information;
- 6.11.3 shall at all times and at its own cost give to INSURERS or their duly appointed representatives all such information, assistance, signed statements or depositions as may properly be required to facilitate compliance with all applicable Civil Procedure Rules, Practice Directions and Pre-Action Protocols and recoveries;
- 6.11.4 shall pay the EXCESS on demand of INSURERS or their duly appointed representatives to comply with any settlement agreed by INSURERS.

6.12 Geographical Limits

Shall mean anywhere in the world excluding the United States of America and/or Canada or their Dominions or Protectorates or as varied in the SCHEDULE.

Definitions and Interpretations

6.13 Pollution

Shall mean any one or a combination of a release, emission, discharge, dispersal, disposal, escape of any substances, which are capable of causing HARM to any person or any living organism, into or onto any water, land or air.

6.14 Harm

Shall mean any harm to the health of any living organism or interference with ecological systems of which they form part and, in the case of a person, shall include offence caused to any of their senses.

6.15 Insurers

Shall mean Covea Insurance plc which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN: 202277).

Your Business Insurance

Management Consultant Professional Product

To make a claim on your policy please



Call us on:

0333 207 0560



Email us at:

simplybusiness@cl-uk.com



Write to us at:

Simply Business Claims Team, PO Box 76, Cardiff CF11 1JX