

# Essential covers

Policy wording

**superscript**

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[gosuperscript.com](https://gosuperscript.com)

## Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

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## Contact details for claims and help

### Services

As an Aviva customer, you can access additional services to help you keep your business running smoothly. For our joint protection telephone calls may be recorded and/or monitored.

### Claims Service

**0800 772 3059**

A 24 hour, 365 days a year claims line providing you with emergency assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

### Risk Solutions Helpline

**0845 366 6666**

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

### Website

#### **[www.cutredtape.co.uk](http://www.cutredtape.co.uk)**

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

## Complaints Procedure

### Our promise of service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect, we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

### What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

### What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:  
0800 023 4567 (Calls from UK landlines and mobiles are free) or  
0300 123 9123

Or simply log on to their website at **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

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## Important Information

### Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

1. The law applying in that part of the United Kingdom, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives  
or
2. In the case of a business, the law applying in that part of the United Kingdom, the Channel Islands or the Isle of Man where it has its principal place of business  
or
3. Should neither of the above be applicable, the law of England and Wales will apply.

### Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St. Botolph Street  
London  
EC3A 7QU

### Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### Customers with Disabilities

This policy and associated documentation are also available in large print, audio and Braille. If you require any of these formats, please contact your insurance adviser.

### Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

## The Contract of Insurance

The policy, the information You have provided and/or the application form, the declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

### Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

### Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

### Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## Recognising You

### Risk Management

By choosing Aviva, you will gain access to the following free risk management resources from Aviva Risk Management Solutions (ARMS).

#### Online Knowledge Store

Contains over 200 useful risk management fact sheets and templates.

You can access the Knowledge Store by visiting:

<http://www.aviva.co.uk/yourbusiness/risk-management/>.

#### Preferred Supplier Scheme

We have secured discounts from carefully vetted risk management providers, to help you protect your business. Some of these services are particularly relevant to your sector including fire safety products and services to help you prevent, detect and contain a fire and ensure your premises are evacuated safely.

Aviva insured customers also receive discounts off ARMS training and consultancy services:

**Short courses** – ideal if you are looking to understand your health and safety obligations and receive practical advice about how to meet them. The current programme includes a risk assessment and getting started in health and safety course.

**Accredited training** – ARMS is accredited to deliver a number of IOSH, CIEH, IEMA and NEBOSH courses. We boast amongst the highest pass rates in the industry reflecting the quality of our training.

**In-company training** – our team can adapt any course or develop a bespoke one to ensure that your specific requirements are addressed.

**eTraining** – Our online courses are quick and easy to complete making them ideal for those with limited time and resources. Our programme covers a range of topics including stress awareness for managers.

**Consultancy** – If you don't have an in-house safety resource or if your team needs expert assistance to address a particular safety issue, ARMS can help. The services available include fire risk assessments, safety audits and our competent person support service.

For further information about the services ARMS provides, call the team on 0500 55 99 77 or visit <http://www.aviva.co.uk/yourbusiness/risk-management/>.

## Policy Definitions

*Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', 'Contact details for claims and help', 'Complaints Procedure' and 'Important Information' and in headings and titles.*

*Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.*

### Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

### Data

All information which is

- (1) electronically stored  
or
- (2) electronically represented  
or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

### Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

### Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood
- (8) escape of water from any tank, apparatus or pipe
- (9) falling trees
- (10) impact
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

## Policy Definitions (Continued)

### Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

### Employee

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self-employed
- (6) under a work experience or training scheme
- (7) a voluntary helper

while working under Your control in connection with The Business

- (8) an outworker or homeworker when engaged. in work on Your behalf.

### Excess/Excesses

The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises.

The amount(s) to be deducted after the application of any Average condition.

You will repay any such amount paid by Us.

### Failure

Any partial or complete reduction in the

- (1) performance  
or
- (2) availability  
or
- (3) functionality  
or
- (4) ability to recognise or process any date or time, of any
  - (a) Computer and Electronic Equipment,
  - (b) electronic means of communication,
  - (c) website.

### Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

## Policy Definitions (Continued)

### Money

Current

- (1) coins, bank and currency notes
- (2) postal and money orders, bankers' drafts, cheques and giro cheques
- (3) crossed warrants, bills of exchange and securities for money
- (4) postage, revenue, national insurance and holiday with pay stamps
- (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers and trading stamps
- (7) VAT invoices.

### Period of Insurance

The 12 month period from the start date to the anniversary date (both shown in The Schedule) and, after the first 12 month period, the period of 12 months from each anniversary date until either You or We cancel the policy.

### The Business

Activities directly connected with the business specified in The Schedule.

### The Premises

The premises specified in The Schedule.

### The Schedule

The document which specifies details of The Policyholder, The Premises, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Endorsements and Conditions applying to this policy.

### Unattended Vehicle

Any vehicle where neither You or any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

### Unoccupied

Any building or portion of a building that is

- (1) not physically occupied by You or Your Employees during Your normal working hours and/or
- (2) not used for the purposes of The Business and/or
- (3) empty, vacant, disused, untenanted or unfurnished and/or
- (4) awaiting refurbishment, redevelopment, renovation or demolition

for a period in excess of 45 consecutive days.

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

### We/Us/Our/Aviva

Aviva Insurance Limited.

### You/Your/The Policyholder

The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.

## Asset Protection Business All Risks

### Definitions

The following Definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.

### Damage

Physical loss, destruction or damage.

### Property Insured

Property insured as detailed in The Schedule.

### Co-working or Shared Office Space

Office premises occupied by You for the purpose of The Business, but where You are not the sole occupant.

### Cover

We will indemnify You in respect of Damage, occurring during the Period of Insurance, to Property Insured as detailed in The Schedule.

### Basis of Claim Settlement – Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage or at Our option
- (2) the loss in value of the Property Insured unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item or
- (2) the Total Sum Insured or
- (3) any other maximum amount payable or Limit of Liability specified in The Schedule.

### Clauses

The following clauses apply to this Section.

### Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sums Insured.

### Average

Each of the Sums Insured by this Section is subject to average. This means that if at the time of Damage, the Item Sum Insured is less than the total value of the Property Insured, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

### Basis of Claim Settlement – Reinstatement

In the event of Damage to the Property Insured, except for any items on Computer and Electronic Office Equipment, the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property lost, destroyed or damaged, subject to the following conditions

- (1) Where the Property Insured is
  - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new.
  - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the property has been completely destroyed.

## Asset Protection Business All Risks (Continued)

- (2) Where Computer and Electronic Office Equipment is insured by this Section and such property is

- (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity.
- (b) damaged, if an economic repair is possible, We will pay for the repair computer and Electronic Office Equipment, to its condition when new. However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.

- (3) The work of reinstatement

- (a) may be carried out on another site and in a manner suitable to Your needs. However, Our liability must not be increased.
- (b) must begin and be carried out as quickly as possible.

- (4) The following condition of Average will apply.

If the Sum Insured at the time the Damage occurred is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment at the time of rebuilding or replacement, You will be liable to bear a proportionate share of the loss.

- (5) We will not indemnify You under this clause

- (a) if You do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment
- (b) if You or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement
- (c) if You do not comply with any of the terms of this clause.

However, the Basis of Claim Settlement – Indemnity will apply.

For the purposes of this clause Computer and Electronic Office Equipment means

- (a) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and or similar devices, whether physically or remotely connected thereto
- (b) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand
- (c) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Office Equipment does not include

- (i) Portable equipment away from The Premises
- (ii) Computer and Electronic Office Equipment held as stock or customer's Computer and Electronic Office Equipment held in trust
- (iii) Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

### Co-working or Shared Office Spaces

We will not indemnify You in respect of Damage to Property Insured by theft or attempted theft from any Co-working or Shared Office Space unless the Property Insured is secured:

1. to a desk or fixed object by a Kensington lock in accordance with the manufacturers instructions; or
  2. in a room or other storage that restricts third party access by key operated lock;
- and access to the Property Insured has been gained by forcible and violent means.

### Additional Conditions

The following Additional Conditions apply to this Section only if stated in The Schedule and in addition to the Policy Conditions at the back of this policy.

**These Additional Conditions only  
apply if stated in The Schedule**

## Asset Protection Business All Risks (Continued)

### Intruder Alarm Condition

If in relation to any claim for Damage to the Property Insured caused by theft or attempted theft at The Premises You have failed to fulfil any of Intruder Alarm Conditions (1) to (8) shown below, You will lose Your right to indemnity or payment for that claim.

### Intruder Alarm Conditions

- (1) While The Premises are unattended they must be protected by an Intruder Alarm System
    - (a) maintained in full and efficient working order under an ongoing maintenance contract provided by an Alarm Company.
    - (b) registered with an Alarm Receiving Centre.
    - (c) eligible for police response, via the issue and retention of a valid police unique reference number (URN).
    - (d) which is set in its entirety, with all means of communication used to transmit Activations to an Alarm Receiving Centre in full operation.
  - (2) If requested, You must supply Us with a copy of the Intruder Alarm System specification.
  - (3) The Protected Premises must not be left without at least one Responsible Person in attendance where
    - (a) the Intruder Alarm System is not set in its entirety
    - (b) the police have withdrawn their response to Activations
 unless We agree otherwise.
  - (4) During any period that the Intruder Alarm System is set, a Key Holder must, following notification of Activations or interruption of any of the means of communication used to transmit Activations to an Alarm Receiving Centre
    - (a) attend The Premises as soon as reasonably possible in order to confirm the security of The Premises
    - (b) reset the Intruder Alarm System in its entirety with all means of communication used to transmit Activations to an Alarm Receiving Centre in full operation.
- If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit Activations to an Alarm Receiving Centre are not in full operation, a Key Holder must remain at The Premises unless We agree otherwise.
- (5) You must advise Us as soon as possible and, in any event, not later than 10:00am on Our next working day
    - (a) of notice from
      - (i) the police giving warning of withdrawal of their services, or a reduction or delay in the level of their response to Activations
      - (ii) a Local Authority or Magistrate imposing any requirement for abatement of nuisance caused by the Intruder Alarm System.
    - (b) when the Intruder Alarm System and the means of communication used to transmit Activations to an Alarm Receiving Centre cannot be returned to or maintained in full working order.
- You must comply with Our subsequent requirements.
- (6) Any alteration or substitution of
    - (a) any part of the Intruder Alarm System
    - (b) the structure of The Premises or changes to the layout of The Premises which would reduce the effectiveness of the Intruder Alarm System
    - (c) the means of communication used to transmit Activations to an Alarm Receiving Centre
    - (d) the procedures agreed with Us for police or any other response to any Activations
    - (e) the Intruder Alarm System maintenance contract
 must not be made without Our written agreement.
  - (7) You and each Key Holder must maintain
    - (a) the secrecy of all the codes
    - (b) the security of all keys and other setting devices

## Asset Protection Business All Risks (Continued)

for the operation of the Intruder Alarm System. All such keys and setting devices must be removed from The Premises when they are left unattended.

- (8) You must appoint at least two Key Holders and lodge written details (which must be kept up to date) with the Alarm Company, the Alarm Receiving Centre and, if they so require, the police or local authority.

For the purposes of this additional condition the following definitions apply.

### Intruder Alarm System

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into the Protected Premises, including all devices used to transmit Activations to an Alarm Receiving Centre.

### Alarm Company

An organisation recognised as an 'approved company' by the National Security Inspectorate (NSI) or as a 'registered firm' by the Security Systems and Alarm Inspection Board (SSAIB).

### Alarm Receiving Centre

An organisation recognised as an 'approved company' by the NSI or as a 'registered firm' by the SSAIB and which agrees to receive Activations from the Intruder Alarm System and make arrangements for notifying them to a Key Holder and/or the police.

### Activations

Signals or other information generated by the Intruder Alarm System which indicate

- (a) a suspected or confirmed intrusion into the Protected Premises
- (b) a fault or tamper event may have occurred
- (c) incorrect or unexpected setting or unsetting of the Intruder Alarm System.

### Key Holder

You, or any person or key holding company authorised by You, who must be

- (1) available at all times to
  - (a) accept notification of Activations
  - (b) attend and allow access to The Premises
- (2) fully trained in the operation of the Intruder Alarm System.

### Protected Premises

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

### Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

### Minimum Security

If in relation to any claim for Damage to the Property Insured caused by theft or attempted theft at The Premises, which occurs more than 30 days after the inception of this policy, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

In respect of all those parts of The Premises occupied by You in connection with The Business You must ensure that unless otherwise agreed by Us in writing

- (1) all Perimeter doors and opening Accessible Perimeter windows are provided with an appropriate security measure, as described in (1) – (6) below
- (2) whenever any part or parts of The Premises occupied by You in connection with The Business is or are unattended, all such doors and windows to that part or parts are closed and secured by such appropriate security measure being put into full and effective operation.
  - (1) Hinged doors are to be secured as follows
    - (a) single leaf doors and the final closing leaf of double doors
    - (i) timber framed doors – by a lock certified as meeting British Standard BS3621

**These Additional Conditions only  
apply if stated in The Schedule**

## Asset Protection Business All Risks (Continued)

- (ii) aluminium or steel framed doors – by a five (or more) pin cylinder mortice swing lock
- (iii) plastic framed doors – by a lock assembly certified as meeting PAS 3621 or a multi-point lock having at least 3 moving fastening points operated from a handle which is secured by a five (or more) pin cylinder lock
- (iv) steel or composite construction (security) doors – by a security measure described in either 1(a) (i) or 1(a) (iii) above or by a five (or more) pin cylinder mortice lock
- (b) the first closing leaf of double doors
  - (i) by having, adjacent to the top and bottom corners of the door, a rebate bolt or an internal key operated mortice rack bolt or a lockable bolt
  - (ii) by a multi-point lock having at least two moving fastening points operated from a handle which is secured by a five (or more) pin cylinder lock.
- (2) Rolling shutter and rolling panel doors are to be secured as follows
  - (a) manually operated doors – by having the operating chain fastened to an internal chain stop, housing or wall bracket by means of a padlock having a hardened steel shackle.
  - (b) electrically operated doors – by having an internal operating switch permitting power to be isolated and secured in the 'off' position by means of an integral lock or a padlock.
  - (c) wicket gates/personnel doors within such doors – by a lock certified as meeting British Standard BS3621.
- (3) Cellar trap doors are to be secured as follows
  - (a) by having an internal steel padlock bar fastened by a padlock having a hardened steel shackle.
  - (b) by having, adjacent to the top and bottom corners of the door(s), an internal key operated mortice rack bolt or a lockable bolt noting that, where one leaf of double doors when closed prevents the opening of the other, only that leaf needs securing as stated.
- (4) Doors described in 1 (a) and 2 (c) above which are not used as final exit doors are to be secured by a security measure described in 1 (a) or 2 (c) above or any type of door lock or lockable fastening not described therein which is supplemented by having, adjacent to the top and bottom corners of the door, an internal key operated mortice rack bolt or a lockable bolt.
- (5) Windows are to be secured as follows
  - (a) roof lights – by an internal fastening device designed and supplied as suitable for the task.
  - (b) louvre windows – by internal or external fixed steel bars or grilles.
  - (c) other windows – internally by means of a fastening device having an integral lock, by a window lock or by a key operated mortice rack bolt.
- (6) Emergency Fire Exits are to be secured as follows
 

any door or window described in (1) – (5) above which is formally designated as being solely for use as an emergency fire exit by the person(s) legally responsible under fire safety legislation for fire safety at The Premises is excluded from the stated requirements, but must instead be secured by a fastening device designed and supplied as suitable for the task.

## Asset Protection Business All Risks (Continued)

### Definitions

For the purpose of these conditions the following definitions apply.

### Perimeter

Doors and windows that provide access from those parts of The Premises occupied by You in connection with The Business to the open air, into any area of The Premises not occupied by You in connection with The Business or into any adjoining premises.

### Accessible

Perimeter windows located on

- (1) basement and ground floors
- (2) other floors where they can be reached by a person standing within any communal areas, areas of The Premises not occupied by You in connection with The Business or any areas of adjoining or adjacent premises
- (3) other floors where they can be reached by a person standing on adjoining or adjacent land or any external structural feature of The Premises, or any adjoining or adjacent premises, which can readily be climbed onto including but not limited to stairways, fire escapes, lower storey roofs, porches, balconies and downpipes.

### Security Condition – Unattended Vehicles

We will not indemnify You in respect of Damage to the Property Insured by theft or attempted theft from any Unattended Vehicle, unless all locks, alarms and other security devices provided to protect the Vehicle are properly fitted and

- (1) put into operation and all keys removed and
- (2) maintained in accordance with the manufacturers instructions.

### Additional Clauses

*The following Additional Clauses apply to this Section only if stated in The Schedule and in addition to the Clauses contained in this Section.*

### Exclusion of Theft

This Section excludes Damage to the Property Insured by theft or attempted theft.

### Unattended Vehicles in Compounds

We will not indemnify You in respect of Damage to the Property Insured by theft or attempted theft from any Unattended Vehicle, from the end of any normal working day, or on any non-working day, until collected by Your driver, unless the Vehicle is garaged in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

### Unattended Vehicles in Locked Buildings

We will not indemnify You in respect of Damage to the Property Insured by theft or attempted theft from any Unattended Vehicle, from the end of any normal working day, or on any non-working day, until collected by Your driver, unless such Vehicle is garaged in a securely locked building of substantial construction.

### Unattended Vehicle – Theft

We will not indemnify You in respect of Damage to the Property Insured by theft or attempted theft from any Unattended Vehicle.

### Portable Computer Equipment

If in relation to any claim for Damage by theft or attempted theft of Portable Computer Equipment You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) when Portable Computer Equipment is left in any Unattended Vehicle
  - (i) the vehicle is securely locked and all security devices set in operation
  - (ii) it is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm and 6.00am unless the vehicle is aboard a ship or ferry

**These Additional Conditions only  
apply if stated in The Schedule**

## Asset Protection Business All Risks (Continued)

- (iii) the Portable Computer Equipment is concealed from view
  - (iv) the Portable Computer Equipment is stored in the boot or under the parcel shelf if the vehicle is a private car
  - (2) when Portable Computer Equipment is in transit by air it is carried as hand luggage unless instructed otherwise by airline staff.
  - (3) when Portable Computer Equipment is in transit by ship or ferry it is kept in a securely locked cabin or road vehicle aboard such vessel.
- The maximum We will pay for any one or all claims arising out of one cause is:
- (a) £2,500 in respect of theft or attempt thereof from an unattended road vehicle
  - (b) £10,000 in respect of any other theft or attempt thereof
  - (c) £50,000 in respect of any other Damage.
- Definition Portable Computer Equipment**
- Personal computers, small microcomputers and similar equipment used by You for processing, communicating and storing electronic data and which are designed to be carried by hand.
- Exceptions**
- The following Exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*
- We will not indemnify You in respect of
- (1) Damage to the Property Insured caused by or consisting of
    - (a) an existing or hidden defect
    - (b) gradual deterioration or wear and tear
    - (c) frost or change in the water table level
    - (d) faulty or defective
      - (i) workmanship
      - (ii) design
      - (iii) materials used in its construction
  - (e) operating error or omission by You or any of Your Employees.
- However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.
- (2) Damage to the Property Insured caused by or consisting of
    - (a) (i) corrosion, rust or rot
    - (ii) shrinkage, evaporation or loss of weight
    - (iii) dampness or dryness
    - (iv) scratching
    - (v) vermin or insects
    - (vi) mould or fungus.
    - (b) change in
      - (i) temperature
      - (ii) colour
      - (iii) flavour
      - (iv) texture
      - (v) finish.
    - (c) (i) nipple or joint leakage
    - (ii) failure of welds
    - (d) its own mechanical or electrical breakdown or derangement.
- However, We will indemnify You in respect of
- (i) Damage not otherwise excluded which results from Defined Contingencies (1) to (12), (14) and (16) or any other accidental cause
  - (ii) any subsequent Damage which results from a cause not otherwise excluded.
- (3) Damage to the Property Insured caused by pollution or contamination.
- However, We will indemnify You in respect of Damage to the Property Insured not otherwise excluded caused by

## Asset Protection Business All Risks (Continued)

- (a) pollution or contamination which results from Defined Contingencies (1) to (12), (14) and (16).
  - (b) Defined Contingencies (1) to (12), (14) and (16) which results from pollution or contamination.
  - (4) Damage to the Property Insured caused by
    - (a) acts of fraud or dishonesty.
    - (b) (i) disappearance
    - (ii) unexplained or inventory shortage
    - (iii) misfiling, misplacing of information, or clerical error.
    - (c) theft or attempted theft from any Unattended Vehicle unless there is evidence of forcible and violent entry into the vehicle.
  - (5) Damage to any building or structure caused by its own cracking or collapse.
- However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (6) Damage
    - (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat.
    - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running.
    - (c) Damage resulting from the Property Insured undergoing any process of
      - (i) production or packaging
      - (ii) treatment, testing or commissioning
      - (iii) servicing or repair.
- However, We will indemnify You in respect of such Damage if it caused by fire or explosion and is not otherwise excluded.
- (7) Damage to the Property Insured caused by
    - (a) escape of water from any tank, apparatus or pipe
  - (b) malicious persons (other than by fire or explosion)
  - (c) theft or attempted theft when The Premises are Unoccupied.
  - (8) Damage more specifically insured by You or on Your behalf.
  - (9) any consequential loss or damage.
  - (10) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss
    - (a) Terrorism
    - (b) civil commotion in Northern Ireland
    - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.
- Terrorism means
- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence Her Majesty's government in the United Kingdom or any other government de jure or de facto
  - (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
    - the use or threat of force and/or violence and/or
    - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

## Asset Protection Business All Risks (Continued)

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

- (11) (a) Loss of Data
- (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
- (i) Virus or Similar Mechanism,
  - (ii) Denial of Service Attack,
  - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to the Property Insured, caused by or resulting from Defined Contingencies (1) to (11), (13), (15) and (16) which is not otherwise excluded.

- (12) the Excess stated in The Schedule.

## Asset Protection Money and Assault

### Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

### Business Hours

Your normal working hours and any other period during which You or any Employee, entrusted with Money is on The Premises in connection with The Business.

### Insured Person

You or Your directors, partners or Employees aged between 16 and 75.

### Loss of Hearing

Total and permanent loss of hearing in one or both ears.

### Loss of Limb

In respect of

- (1) an arm
- (a) physical severance of all four fingers or
  - (b) total and permanent loss of use of an entire hand or arm
- at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or
- (2) a leg
- (a) physical severance or
  - (b) total and permanent loss of use of an entire leg
- at or above the talo-tibial joint (the ankle).

### Loss of Sight

Includes total and permanent loss of sight which will be deemed to have occurred

- (1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist
- (2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

### Loss of Speech

Total and permanent loss of speech.

### Permanent Total Disablement

Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which

- (1) wholly prevents the Insured Person from engaging in or giving attention to their usual occupation and
- (2) lasts without interruption for more than 12 months from the date of the accident and
- (3) in all probability will continue for the remainder of the Insured Person's life.

## Asset Protection Money and Assault (Continued)

### Temporary Partial Disablement

Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.

### Temporary Total Disablement

Disablement which entirely prevents the Insured Person from engaging in their usual occupation.

### Money Cover

We will indemnify You in respect of

- (1) loss of Money, up to the Limit Any One Loss stated in The Schedule, which
  - (a) belongs to You  
or
  - (b) You are responsible for  
in connection with The Business while
    - (i) in transit
    - (ii) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later
    - (iii) on contract sites while You or Your Employees are working there
    - (iv) on The Premises
    - (v) at Your home or that of Your directors, partners or Employees
    - (vi) in a bank night safe until removed by the bank
    - (vii) in vending or gaming machines on The Premises. The maximum We will pay in respect of any one claim is £500 unless otherwise specified in The Schedule

- (2) the cost of replacement or repair following loss of or damage to any
  - (a) safe or strongroom specified in The Schedule
  - (b) case, bag or waistcoat used for carrying Moneyfollowing theft or attempted theft of Money occurring during the Period of Insurance.

### Clauses

*The following clauses apply to Money.*

### Clothing and Personal Belongings

We will indemnify You in respect of loss of or damage to clothing and personal belongings owned by You or any director, partner or Employee of Yours following theft or attempted theft involving violence or threat of violence which arises in connection with The Business.

The maximum We will pay for any one person is £500.

### Condition

*The following condition applies to Money in addition to the Policy Conditions at the back of this policy.*

### Records and Key Security

If in relation to any claim for loss of Money You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) keep a complete record of Money in a secure place other than in a safe or strongroom containing Money.

## Asset Protection Money and Assault (Continued)

- (b) ensure that outside Business Hours, all safes and/or strongrooms are kept locked and the keys are removed from The Premises unless The Premises are occupied by You or any director, partner or authorised Employee of Yours, in which case the keys must be kept in a secure place away from any safe or strongroom.
- (c) ensure that whenever The Premises are closed for business or left unattended, all security devices to protect The Premises are properly fitted and put into full operation.

### Additional Condition(s)

*The following additional conditions apply to Money in addition to the Condition contained in this Section and the Policy Conditions at the back of this policy.*

### Intruder Alarm Condition

If in relation to any claim for loss of Money caused by theft or attempted theft at The Premises You have failed to fulfil any of Intruder Alarm Conditions (1) to (8) shown below, You will lose Your right to indemnity or payment for that claim.

### Intruder Alarm Conditions

- (1) While The Premises are unattended they must be protected by an Intruder Alarm System
  - (a) maintained in full and efficient working order under an ongoing maintenance contract provided by an Alarm Company.
  - (b) registered with an Alarm Receiving Centre.
  - (c) eligible for police response, via the issue and retention of a valid police unique reference number (URN).
  - (d) which is set in its entirety, with all means of communication used to transmit Activations to an Alarm Receiving Centre in full operation.
- (2) If requested, You must supply Us with a copy of the Intruder Alarm System specification.
- (3) The Protected Premises must not be left without at least one Responsible Person in attendance where

- (a) the Intruder Alarm System is not set in its entirety
- (b) the police have withdrawn their response to Activations  
unless We agree otherwise.
- (4) During any period that the Intruder Alarm System is set, a Key Holder must, following notification of Activations or interruption of any of the means of communication used to transmit Activations to an Alarm Receiving Centre
  - (a) attend The Premises as soon as reasonably possible in order to confirm the security of The Premises  
and
  - (b) reset the Intruder Alarm System in its entirety with all means of communication used to transmit Activations to an Alarm Receiving Centre in full operation.

If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit Activations to an Alarm Receiving Centre are not in full operation, a Key Holder must remain at The Premises unless We agree otherwise.

- (5) You must advise Us as soon as possible and, in any event, not later than 10:00am on Our next working day
  - (a) of notice from
    - (i) the police giving warning of withdrawal of their services, or a reduction or delay in the level of their response to Activations
    - (ii) a Local Authority or Magistrate imposing any requirement for abatement of nuisance caused by the Intruder Alarm System
  - (b) when the Intruder Alarm System and the means of communication used to transmit Activations to an Alarm Receiving Centre cannot be returned to or maintained in full working order.

You must comply with Our subsequent requirements.

## Asset Protection Money and Assault (Continued)

- (6) Any alteration or substitution of
- any part of the Intruder Alarm System
  - the structure of The Premises or changes to the layout of The Premises which would reduce the effectiveness of the Intruder Alarm System
  - the means of communication used to transmit Activations to an Alarm Receiving Centre
  - the procedures agreed with Us for police or any other response to any Activations
  - the Intruder Alarm System maintenance contract
- must not be made without Our written agreement.
- (7) You and each Key Holder must maintain
- the secrecy of all the codes and
  - the security of all keys and other setting devices
- for the operation of the Intruder Alarm System. All such keys and setting devices must be removed from The Premises when they are left unattended.
- (8) You must appoint at least two Key Holders and lodge written details (which must be kept up to date) with the Alarm Company, the Alarm Receiving Centre and, if they so require, the police or local authority.

For the purposes of this additional condition the following definitions apply.

### Intruder Alarm System

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into the Protected Premises, including all devices used to transmit Activations to an Alarm Receiving Centre.

### Alarm Company

An organisation recognised as an 'approved company' by the National Security Inspectorate (NSI) or as a 'registered firm' by the Security Systems and Alarm Inspection Board (SSAIB).

### Alarm Receiving Centre

An organisation recognised as an 'approved company' by the NSI or as a 'registered firm' by the SSAIB and which agrees to receive Activations from the Intruder Alarm System and make arrangements for notifying them to a Key Holder and/or the police.

### Activations

Signals or other information generated by the Intruder Alarm System which indicate

- a suspected or confirmed intrusion into the Protected Premises
- a fault or tamper event may have occurred
- incorrect or unexpected setting or unsetting of the Intruder Alarm System.

### Key Holder

You, or any person or key holding company authorised by You, who must be

- available at all times to
  - accept notification of Activations
  - attend and allow access to The Premises
- fully trained in the operation of the Intruder Alarm System.

### Protected Premises

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

### Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

### Security Company Exception

We will not indemnify You in respect of loss of Money in the custody of any security company.

## Asset Protection Money and Assault (Continued)

### Security Company Contingency Cover

We will indemnify You in respect of loss of Money in the custody of the security company You have an agreement with if You are unable to recover the Money from the security company.

If in relation to any claim for loss of Money in the custody or control of the security company that You have an agreement with, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- provide Us with a copy of the agreement between You and the security company
- obtain Our written agreement before any changes are made to the agreement
- comply with the terms of the agreement.

### Money in Transit

If in relation to any claim for loss of Money in transit (other than Money described in item 1 of The Schedule), You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that

- such Money in transit is accompanied by the following number of persons, who must either be You and/or any director, partner or Employee of Yours
  - over £2,500 up to £5,000 by at least 2 persons
  - over £5,000 up to £8,000 by at least 3 persons
  - over £8,000 up to £12,000 by at least 4 persons
  - over £12,000 as stated in The Schedule
- private transport is used for amounts of Money in transit greater than £2,500 where the distance exceeds half a mile.

The maximum We will pay in respect of any one claim will not exceed the Limit Any One Loss stated in The Schedule.

### Visible Evidence

We will not indemnify You in respect of any loss of Money by theft or attempted theft unless there is visible evidence of entry into or exit from any building at The Premises involving forcible and violent means.

### Minimum Security

If in relation to any claim for Damage to the Property Insured caused by theft or attempted theft at The Premises, which occurs more than 30 days after the inception of this policy, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

In respect of all those parts of The Premises occupied by You in connection with The Business You must ensure that unless otherwise agreed by Us in writing

- all Perimeter doors and opening Accessible Perimeter windows are provided with an appropriate security measure, as described in (1) – (6) below
- whenever any part or parts of The Premises occupied by You in connection with The Business is or are unattended, all such doors and windows to that part or parts are closed and secured by such appropriate security measure being put into full and effective operation.
  - Hinged doors are to be secured as follows
    - single leaf doors and the final closing leaf of double doors
      - timber framed doors – by a lock certified as meeting British Standard BS3621
      - aluminium or steel framed doors – by a five (or more) pin cylinder mortice swing lock
      - plastic framed doors – by a lock assembly certified as meeting PAS 3621 or a multi-point lock having at least 3 moving fastening points operated from a handle which is secured by a five (or more) pin cylinder lock

## Asset Protection Money and Assault (Continued)

- (iv) steel or composite construction (security) doors – by a security measure described in either 1(a) (i) or 1(a) (iii) above or by a five (or more) pin cylinder mortice lock.
- (b) the first closing leaf of double doors
  - (i) by having, adjacent to the top and bottom corners of the door, a rebate bolt or an internal key operated mortice rack bolt or a lockable bolt
  - (ii) by a multi-point lock having at least two moving fastening points operated from a handle which is secured by a five (or more) pin cylinder lock.
- (2) Rolling shutter and rolling panel doors are to be secured as follows
  - (a) manually operated doors – by having the operating chain fastened to an internal chain stop, housing or wall bracket by means of a padlock having a hardened steel shackle.
  - (b) electrically operated doors – by having an internal operating switch permitting power to be isolated and secured in the 'off' position by means of an integral lock or a padlock.
  - (c) wicket gates/personnel doors within such doors – by a lock certified as meeting British Standard BS3621.
- (3) Cellar trap doors are to be secured as follows
  - (a) by having an internal steel padlock bar fastened by a padlock having a hardened steel shackle.
  - (b) by having, adjacent to the top and bottom corners of the door(s), an internal key operated mortice rack bolt or a lockable bolt noting that, where one leaf of double doors when closed prevents the opening of the other, only that leaf needs securing as stated.
- (4) Doors described in 1 (a) and 2 (c) above which are not used as final exit doors are to be secured by a security measure described in 1 (a) or 2 (c) above or any type of door lock or lockable fastening not described therein which is supplemented by having, adjacent to the top and bottom corners of the door, an internal key operated mortice rack bolt or a lockable bolt.
- (5) Windows are to be secured as follows
  - (a) roof lights – by an internal fastening device designed and supplied as suitable for the task.
  - (b) louvre windows – by internal or external fixed steel bars or grilles.
  - (c) other windows – internally by means of a fastening device having an integral lock, by a window lock or by a key operated mortice rack bolt.
- (6) Emergency Fire Exits are to be secured as follows
 

any door or window described in (1) – (5) above which is formally designated as being solely for use as an emergency fire exit by the person(s) legally responsible under fire safety legislation for fire safety at The Premises is excluded from the stated requirements, but must instead be secured by a fastening device designed and supplied as suitable for the task.

### Definitions

For the purpose of these conditions the following definitions apply

### Perimeter

Doors and windows that provide access from those parts of The Premises occupied by You in connection with The Business to the open air, into any area of The Premises not occupied by You in connection with The Business or into any adjoining premises.

## Asset Protection Money and Assault (Continued)

### Exceptions

*The following exceptions apply to Money in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of

- (1) loss or shortages due to
  - (a) clerical or accounting
    - (i) errors
    - (ii) omissions
  - (b) accountancy depreciation
  - (c) currency fluctuation
  - (d) consequential loss of any kind.
- (2) loss due to the fraud or dishonesty of any director, partner or Employee of Yours which is
  - (a) not discovered within seven working days of the loss
  - (b) more specifically insured elsewhere.
- (3) loss from any Unattended Vehicle.
- (4) loss or damage arising outside England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.
- (5) loss resulting directly or indirectly from
  - (a) forgery
  - (b) fraudulent alteration or substitution
  - (c) fraudulent use of a computer or electronic transfer.
- (6) loss resulting from use of any form of payment which proves to be
  - (a) counterfeit
  - (b) false
  - (c) invalid
  - (d) uncollectible
  - (e) irrecoverable
 for any reason.
- (7) loss of Money resulting directly or indirectly from, or in connection with
  - (a) Virus or Similar Mechanism

(b) Denial of Service Attack

(c) unauthorised access to or use of Computer and Electronic Equipment.

### Assault Cover

We will pay You, or Your personal representatives, compensation for bodily injury to an Insured Person caused by theft or attempted theft, involving violence or the threat of violence, which occurs in the course of The Business during the Period of Insurance and solely, directly and independently of any other cause results in any of the following Contingencies

- (1) Death occurring within 24 months of Bodily Injury
- (2) Loss of Hearing and/or Loss of Sight and/or Loss of Speech occurring within 24 months of Bodily Injury
- (3) Loss of Limb occurring within 24 months of Bodily Injury
- (4) Permanent Total Disablement after 24 months of Bodily Injury
- (5) Temporary Total Disablement within 24 months of Bodily Injury
- (6) Temporary Partial Disablement within 24 months of Bodily Injury.

We will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

### Clauses

*The following clauses apply to Assault.*

#### (1) Amounts Payable

- (1) We will pay
  - (a) the compensation stated in The Schedule
  - (b) weekly compensation at four weekly intervals

## Asset Protection Money and Assault (Continued)

- (c) compensation under Contingencies (5) and (6) for a maximum of two years from the date that the disablement started.
- (2) Weekly compensation being paid for the same injury will end if We pay compensation under any of Contingencies (1) to (4).
- (3) Insurance will end for the Insured Person if We pay compensation under any of Contingencies (1) to (4).

### (2) Medical Evidence

- (1) We may, at Our option, arrange for the Insured Person to undergo a medical examination or, in the event of death, a post mortem examination.
- (2) You, or Your personal representatives, will supply to Us, at Your expense, any
  - (a) certificates
  - (b) information
  - (c) evidencein the format We require to support a claim.

### (3) Medical and Dental Expenses

Where compensation is payable for Contingency (5) – Temporary Total Disablement, or Contingency (6) – Temporary Partial Disablement, We will also pay up to 15% of this amount in respect of medical and/or dental expenses which have been incurred in respect of the Insured Person.

The maximum We will pay in respect of any one Insured Person is £500.

### Exception

*The following exception applies to Assault in addition to the Policy Exceptions at the back of this policy.*

We will not pay compensation for any Contingency directly or indirectly caused by the Insured Person suffering from any disability due to a gradually operating cause or any naturally occurring conditions or degenerative process.

## Revenue Protection Business Interruption

### Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternate definition is stated to apply.*

### Damage

Physical loss, destruction or damage.

### Cover

In respect of each item in The Schedule, We will indemnify You in respect of any interruption or interference with The Business resulting from

- (i) Damage to property used by You at The Premises for the purpose of The Business occurring during the Period of Insurance caused by any of the following Contingencies and
- (ii) provided that such Damage is not excluded by the Property Damage – Specified Contingencies Section and/or Property Damage – All Risks Section of this policy, whichever is stated as insured in The Schedule.

The Schedule will state

- (a) which of the following Contingencies apply
- (b) any Clauses, Extensions and Additional Contingencies which apply.

The maximum We will pay in respect of any one claim is

- (a) for any Item, the Sum Insured stated in The Schedule
- (b) in aggregate, the Total Sum Insured unless stated otherwise in the Specification.

### Contingencies

#### Fire

- (1) Fire.
- (2) Lightning.
- (3) Explosion

- (a) of boilers
  - (b) of gas in a building not being part of any gas works
- used for domestic purposes or used for lighting or heating the building.

### Explosion.

#### Aircraft

Aircraft including

- (a) other aerial devices
- (b) articles dropped from them.

### [Riot, Civil Commotion and Malicious Damage

Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.]

### Earthquake.

### Underground Fire.

### Spontaneous Combustion

Fire caused by spontaneous combustion.

### [Storm, Flood and Falling Trees.]

### Escape of Water/Oil

Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.

### Impact

Impact by any vehicle, or by goods falling therefrom, or any animal.

## Revenue Protection Business Interruption (Continued)

### Sprinkler Leakage

Water accidentally discharged or leaking from any automatic sprinkler installation at The Premises.

### Theft

- (1) Theft or attempted theft  
or
- (2) Theft involving violence or threat of violence to You, Your partners, directors or Employees.

### All Risks

- (1) Any Damage not excluded by the terms of the Property Damage – All Risks Section of this policy  
and
- (2) Damage not otherwise excluded by the terms of the Property Damage – All Risks Section of this policy caused by Defined Contingencies (1) to (12) to
  - (a) boilers on The Premises
  - (b) glass, china, earthenware, marble or other fragile objects
  - (c) vehicles licensed for road use including accessories on or attached to them
  - (d) caravans or trailers
  - (e) railway locomotives or rolling stock
  - (f) watercraft or aircraft
  - (g) property in the course of construction including materials for use in the construction
  - (h) land, roads or pavements, piers, jetties, bridges, culverts or excavations
  - (i) livestock
  - (j) growing crops or trees.

### Subsidence

Subsidence or ground heave of the site of The Premises or landslip.

### Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

### Alteration

We will not indemnify You under this Section if

- (a) any Policyholder
  - (i) agrees a composition or arrangement with creditors  
or
  - (ii) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)  
or
  - (iii) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator  
or
  - (iv) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed  
or
  - (v) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.

- (b) Your interest ceases otherwise than by Your death.

However, We will indemnify You if We agree otherwise in writing.

## Revenue Protection Business Interruption (Continued)

### Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
  - (i) a written claim  
and
  - (ii) details of other insurances covering the Damagewithin 30 days after the expiry of the Indemnity Period or such further time that We may allow
- (iii) books, records and documents We require to assess Your claim
- (c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

### Index Linking

Renewal

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

### Property Cover

We will not indemnify You under this Section unless

- (1) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage  
and

- (2) (i) payment has been made or liability admitted for such Damage  
or
- (ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

### Subrogation Rights Waiver

In the event of a claim arising under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) any company which is a subsidiary of a parent company of which You are Yourself a subsidiary

as defined in, or within the meaning of the relevant Companies Act or Companies (NI) Order, current at the time of the Damage.

### Payments on Account

Claim payments on account may be made to You during the Indemnity Period, if required.

### Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

However, We will indemnify You in respect of

- (a) such Damage which itself results from a cause not otherwise excluded
- (b) subsequent Damage which is not otherwise excluded.

## Revenue Protection Business Interruption (Continued)

- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded.
- (3) any Damage resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss
- Terrorism
  - civil commotion in Northern Ireland
  - any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence Her Majesty's government in the United Kingdom or any other government de jure or de facto
- in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
  - the use or threat of force and/or violence and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

- (4) any Damage to Computer and Electronic Equipment, Failure or Loss of Data resulting directly or indirectly from, or in connection with
- Virus or Similar Mechanism,
  - Denial of Service Attack,
  - unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to property used by You for the purposes of The Business at The Premises caused by or resulting from Defined Contingencies (1) to (11), (13) and (15) which is not otherwise excluded.

## Revenue Protection Business Interruption – Extensions

### Business Interruption Extensions

*The Schedule will state which of the Extensions described below apply. In some cases an Extension will apply with a standard limit unless stated otherwise in The Schedule.*

The insurance by Item 1 of this Section, is extended to include Damage during the Period of Insurance

- at the premises or situations or
- to the property

described below by any Contingency stated in The Schedule as applying to such premises, situations or property, which results in interruption or interference with The Business.

The maximum We will pay under each Extension in respect of any one loss will be the

- amount or
- percentage of the Sum Insured (or 133⅓% of the Estimated Amount)

stated in The Schedule as the Limit.

The amounts or limits stated below or in The Schedule are inclusive of any amounts payable under the provisions of any Clauses stated in The Schedule.

### Specified Suppliers

The premises of Your contracted suppliers of goods and/or services stated in The Schedule.

### Unspecified Suppliers

Any premises of Your contracted suppliers of goods and/or services within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

We will not indemnify You in respect of Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

### Specified Customers

The premises of Your customers stated in The Schedule.

### Unspecified Customers

Any of Your customers' premises within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

### Motor Vehicle Manufacturers

The premises of the motor vehicle manufacturers stated in The Schedule.

### Property Stored

Your property while stored in any premises, not occupied by You, within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

### Patterns

Your patterns, jigs, models, templates, moulds, dies, tools, plans, drawings and designs, including those for which You are responsible, while at the premises of any

- machine makers
- engineers
- founders
- other metal workers

not occupied by You, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

### Transit

Your property while in transit by

- road
- rail
- inland waterway

all in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

### Motor Vehicles

Motor vehicles belonging to You anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man but not in any premises You occupy.

## Revenue Protection Business Interruption – Extensions (Continued)

### Contract Sites

Any situation within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man where You are carrying out a contract.

### Exhibition Sites

- (a) Any situation where You are exhibiting or are contracted to exhibit goods or services
- (b) Your property at or while in transit to or from any such situation

in the European Economic Area.

We will also pay any costs or expenses You have necessarily and reasonably incurred in connection with the exhibition which You cannot otherwise recover.

### Electricity Suppliers' Premises

Any generating station or sub-station of Your supplier(s) of electricity, in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France.

### Gas Suppliers' Premises

Any land based premises of

- (1) Your supplier(s) of gas and
- (2) any natural gas producer directly linked to Your supplier(s) of gas, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

### Water Suppliers' Premises

Any water works or pumping station of Your supplier(s) of water, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

### Prevention of Access

Property within one mile of the boundary of The Premises which physically prevents or restricts access to or use of The Premises.

We will not indemnify You for any interruption or interference lasting less than 12 consecutive hours.

The maximum We will pay in respect of any one Period of Insurance will be £50,000 or as stated in The Schedule.

### Loss of Attraction – Unspecified

Property or premises within one mile of the boundary of The Premises, which directly results in a reduction in the Turnover (or Revenue, Fees, or Rentals as insured by this Section) of The Business.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this extension.

We will not indemnify You for any interruption or interference lasting less than 12 consecutive hours.

### Loss of Attraction – Specified

Property or premises specified in The Schedule, which directly results in a reduction in the Turnover (or Revenue, Fees, or Rentals as insured by this Section) of The Business.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this extension.

### Telecommunications Suppliers' Premises

Any land based premises of Your supplier(s) of telecommunications and internet services, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

### Outsourced Administrative Service Providers

We will indemnify You in respect of the additional costs as may be reasonably and necessarily incurred by You with Our consent as a result of Damage arising from an Insured Contingency to the premises and/or the plant and machinery of any Administrative Service Provider within the Territorial Limit which results in them not delivering the contracted service to The Business subject to the Maximum Indemnity Period in respect of such costs.

The maximum We will pay in respect of any one Period of Insurance is £25,000 or as stated in The Schedule.

## Revenue Protection Business Interruption – Extensions (Continued)

We will not indemnify You in respect of

- (1) any interruption or interference with The Business arising from the failure by the Administrative Service Provider lasting less than 12 hours
- (2) Denial of Service Attack
- (3) Virus or Similar Mechanism
- (4) Damage at any premises of suppliers of electricity, gas, water or telecommunication services
- (5) such costs recoverable under contract from the Administrative Service Provider
- (6) any loss, interference or interruption with The Business under this Extension in respect of any Administrative Service Provider who are not under contract with You
- (7) any such amounts more specifically insured.

### Definitions

For the purpose of this Extension the following definitions apply:

### Administrative Service Provider

Services provided to You for a fee under contract and which undertakes all or part of such clerical activities required for The Business to operate and not undertaken by Your own employees including but not limited to wage and salary management, information technology and telecommunication help desks, human resources, legal advice, sales and marketing.

### Insured Contingency

Where such services provided are undertaken at an Administrative Service Provider's premises located outside of England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, Defined Contingencies will be restricted to

- (1) fire
- (2) lightning
- (3) explosion.

### Maximum Indemnity Period

Six months.

### Territorial Limit

Anywhere in the World.

## Revenue Protection Business Interruption – Additional Contingencies

### Additional Contingencies

*The Schedule will state which of the following Additional Contingencies described below apply. In some instances an Additional Contingency will apply with a standard limit unless stated otherwise in The Schedule.*

The insurance by Item 1 of this Section, is extended to include interruption or interference with The Business during the Period of Insurance, which results from the Additional Contingencies described below.

The maximum We will pay under each Additional Contingency in respect of any one loss will be the

- (1) amount
- or
- (2) percentage of the Sum Insured (or 133⅓% of the Estimated Amount) stated in The Schedule as the Limit

whichever is the lower, unless otherwise stated in The Schedule.

Provided that

- (1) The Additional Contingencies do not apply in respect of any Business Interruption Extension.
- (2) The amounts or limits stated in The Schedule are inclusive of any amounts payable under the provisions of any Clauses stated in The Schedule.

### Action by Police, Government or Other Competent Authority

The prevention or restriction of access to, or closure of, The Premises, by any Police, Government or other competent Authority, due to an emergency event within one mile of the boundary of The Premises that causes or threatens a danger or disturbance.

We will not indemnify You

- (1) in respect of any action taken in controlling, preventing or suppressing the spread of any disease.

- (2) in respect of any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission.
- (3) for any interruption or interference lasting less than 12 consecutive hours.

The provision of any Automatic Reinstatement Clause does not apply in respect of this Additional Contingency.

### Failure of Electricity Supply

The accidental failure of Your supply of electricity at the terminal ends of Your suppliers feed to The Premises.

The maximum We will pay in respect of any one Period of Insurance will be £50,000, unless any other limit is shown in The Schedule for Failure of Electricity Supply.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supplier of electricity
- (2) caused by the exercise of any supplier of electricities power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any generating station or sub-station of Your supplier(s) of electricity, in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France.

## Revenue Protection Business Interruption – Additional Contingencies (Continued)

### Failure of Gas Supply

The accidental failure of Your supply of gas at the terminal ends of Your suppliers feed to The Premises.

The maximum We will pay in respect of any one Period of Insurance will be £50,000, unless any other limit is shown in The Schedule for Failure of Gas Supply.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supplier of gas
- (2) caused by the exercise of any supplier of gas's power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of
  - (a) Your supplier(s) of gas and
  - (b) any natural gas producer directly linked to Your supplier(s) of gas, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

### Failure of Water Supply

The accidental failure of Your supply of water at the terminal ends of Your suppliers feed to The Premises.

The maximum We will pay in respect of any one Period of Insurance will be £50,000, unless any other limit is shown in The Schedule for Failure of Water Supply.

We will not indemnify You in respect of accidental failure

- (1) caused by the deliberate act of any supplier of water
- (2) caused by the exercise of any supplier of water's power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) caused by drought or other weather conditions unless equipment has been damaged
- (5) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (6) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any water works or pumping station of Your supplier(s) of water, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

## Revenue Protection Business Interruption – Additional Contingencies (Continued)

### Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide.

- (1) A Specified Disease occurring at The Premises or within five miles of the boundary of The Premises,
- (2) Any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from The Premises,
- (3) The discovery of an organism at The Premises which is likely to result in any person contracting an illness caused by food or drink poisoning or a Specified Disease,
- (4) (i) The discovery of vermin or pests or  
(ii) any accident causing defects in the drains or other sanitary arrangements, at The Premises,
- (5) Any occurrence of murder or suicide at The Premises which  
(a) restricts the use of or results in closure of The Premises on the order or advice of the competent authority and  
(b) directly results in a reduction in the Turnover (or Revenue, Fees, or Rentals as insured by this Section) of The Business.

The provisions of any Automatic Reinstatement Clause do not apply in respect of Additional Contingency Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide.

### Definitions

For the purposes of this additional contingency, the following definitions apply:

### Specified Disease

Any of the following diseases contracted by any person

- |                           |                       |
|---------------------------|-----------------------|
| (a) Acute encephalitis    | Mumps                 |
| Acute poliomyelitis       | Ophthalmia neonatorum |
| Anthrax                   | Paratyphoid fever     |
| Chicken pox               | Puerperal fever       |
| Cholera                   | Plague                |
| Diphtheria                | Rabies                |
| Dysentery                 | Relapsing fevers      |
| Erysipeloid               | Rubella               |
| Legionellosis             | Scarlet fever         |
| Legionnaires Disease      | Smallpox              |
| Leprosy                   | Tetanus               |
| Leptospirosis             | Toxoplasmosis         |
| Lyme Disease              | Tuberculosis          |
| Malaria                   | Typhoid fever         |
| Measles                   | Typhus fever          |
| Meningitis                | Viral hepatitis       |
| Meningococcal septicaemia | Whooping cough        |
|                           | Yellow fever          |

- (b) Viral haemorrhagic fever caused by the following virus's

- |                 |                          |
|-----------------|--------------------------|
| Lassa virus     | Crimean-Congo            |
| Junin virus     | haemorrhagic fever virus |
| Machupo virus   | Hanta virus              |
| Sabia virus     | Rift Valley fever virus  |
| Guanarito virus | Yellow fever virus       |
| Ebola virus     | Dengue virus             |
| Marburg virus   |                          |

### Indemnity Period

The period during which the results of The Business are affected due to the accident, occurrence or discovery starting from the date the Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

## Revenue Protection Business Interruption – Additional Contingencies (Continued)

### Maximum Indemnity Period

Three months.

The maximum We will pay in respect of any one Period of Insurance will be £50,000, unless any other limit is shown in The Schedule for Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide.

We will not indemnify You in respect of

- (a) any costs incurred in cleaning, repair, replacement, recall or checking of property,
- (b) reduction in the Turnover (or Revenue, Fees or Rentals as insured by this Section) of any premises, caused by,
  - (i) any occurrence of a Specified Disease not at The Premises or within five miles of the boundary of The Premises.
  - (ii) food poisoning, vermin, pest, defective sanitation, murder or suicide, not occurring at The Premises.

### Condition

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

At The Premises You must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice.

### Failure of Telecommunications

The accidental failure of Your supply of telecommunications and internet services at the incoming line terminals or receivers at The Premises.

The maximum We will pay for any one loss will be

- (a) £100 for each day in respect of any one failure,
- (b) £2,500 in respect of all failures in any one Period of Insurance,

unless any other limit is shown in The Schedule for Failure of Telecommunications.

The maximum We will pay in respect of any one Period of Insurance will be £100,000, unless any other limit is shown in The Schedule for Failure of Telecommunications.

We will not indemnify You in respect of an accidental failure

- (1) caused by the deliberate act of any supplier of telecommunications and internet services
- (2) caused by the exercise of any supplier of telecommunications and internet services power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) caused by drought
- (5) caused by atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- (6) other than at Premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (7) caused by failure of any satellite
- (8) lasting less than 24 consecutive hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of Your supplier(s) of telecommunications and internet services, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

### Lottery Winners

An Employee or group of Employees resigning from his/her or their post(s) within The Business as a direct consequence of their securing a win in a Lottery.

We will only pay the additional costs and/or expenses You incur, including but not limited to

- (1) recruitment and additional overtime costs
- (2) the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

We will not indemnify You unless

## Revenue Protection Business Interruption – Additional Contingencies (Continued)

- (1) the Employee or group of Employees resign within 14 days from the date of the successful Lottery win, and
- (2) the amount won by any one Employee is not less than £100,000.

For the purposes of this Additional Contingency

- (1) Indemnity Period means the period during which The Business results are affected due to an Employee or group of Employees resigning from his/her or their post(s) within The Business as a direct consequence of their securing a win in a Lottery, starting from the date of the first resignation and ending no later than the Maximum Indemnity Period.

- (2) Maximum Indemnity Period – One month.

The maximum We will pay in respect of any one Period of Insurance will be £50,000 unless any other limit is shown in The Schedule for Lottery Winners.

For the purposes of this Additional Contingency extension only, Lottery means

- UK National Lottery Prize Draws including Scratchcards.
- UK National Football Pools.
- Euro Millions Lottery.
- Irish National Lottery.
- UK Premium Bond Prize Draws.

### Essential Personnel

- (1) Death of any of Your Principals,
  - (2) or total and permanent disablement of any of Your Principals, which prevents them from attending to their normal occupation,
- due to injury caused by accidental and violent means.

We will only pay the additional costs and/or expenses You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover (or Revenue, Fees, or Rentals as insured by this Section,) during the Indemnity Period which but for such additional costs and/or expenses would have taken place.

The maximum We will pay in respect of any one Period of Insurance is £10,000.

### Definitions

For the purposes of this additional contingency, the following Definition applies:

### Principals

Any person who is an owner, partner, company director or trustee of The Business.

## Revenue Protection Business Interruption – Clauses

### Business Interruption Clauses

*The following Clauses apply to this Section only if stated in The Schedule.*

### Deductible

We will deduct the amount of any deductible stated in The Schedule in respect of each and every claim as calculated after the application of all other terms of this Section.

### Provisional Premium Adjustment

Part 1 of this Clause applies only in respect of any insurance which is shown in Your Specification as being on the Sum Insured Basis.

#### Part 1 (Sum Insured Basis)

The first and annual premiums are provisional and they represent

- (1) 75% of the premiums required at the start of the Period of Insurance and
- (2) 25%, the balance, to be paid within six months of the end of that Period of Insurance.

However, in respect of any items on

- (1) Insured Profit or Gross Fees or Rentals or Revenue or
- (2) Net Revenue

the premium paid will be adjusted when We receive a declaration for such items of the amount earned during the financial year most nearly concurrent with such Period of Insurance as reported by Your professional accountants.

If any Damage has occurred giving rise to a claim for loss under such items We will increase the declaration for the purpose of premium adjustment by the sum by which the amount earned was reduced during the financial year solely due to the Damage.

If the declaration

- (1) adjusted due to a claim as provided for above

and

- (2) proportionately increased where the Maximum Indemnity Period exceeds 12 months
  - (a) is less than 75% of the Sum Insured for such items for the relative Period of Insurance  
We will pay to You a pro rata return premium but not more than 33⅓% of the provisional premium paid.
  - (b) is more than 75% of the Sum Insured for such items for the relative Period of Insurance  
You will pay to Us a pro rata additional premium but not more than 33⅓% of the provisional premium paid.

If You fail to provide a declaration within six months of the end of such Period of Insurance You must pay the balance of 25%.

Any other part of this Section dealing with an annual return premium is cancelled.

Part 2 of this Clause applies only in respect of any insurance which is shown in Your Specification as being on the Declaration Linked Basis.

#### Part 2 (Declaration Linked Basis)

The first and annual premiums are provisional and they are based on 75% of Estimated Insured Profit or Gross Fees or Rentals or Revenue, or Net Revenue.

The premium paid will be adjusted when We receive a declaration for Insured Profit or Gross Fees or Rentals or Revenue or Net Revenue items.

The declaration must be

- (1) of the amount earned during the financial year most nearly concurrent with the Period of Insurance
- (2) confirmed by Your professional accountant
- (3) provided by You not later than six months after the expiry of each Period of Insurance.

If any Damage has occurred giving rise to a claim for loss under such items We will increase the declaration for the purpose of premium adjustment by the sum by which the amount earned was

## Revenue Protection Business Interruption – Clauses (Continued)

reduced during the financial year solely due to the Damage.

If the declaration

- (1) adjusted due to a claim as provided for above and
- (2) proportionately increased where the Maximum Indemnity Period exceeds 12 months
  - (a) is less than 75% of the Estimated Insured Profit or Gross Fees or Rentals or Revenue, or Net Revenue for the relative Period of Insurance

We will pay to You a pro rata return premium but not more than  $33\frac{1}{3}\%$  of the provisional premium paid.

- (b) is greater than 75% of the Estimated Insured Profit or Gross Fees or Rentals or Revenue, or Net Revenue for the relative Period of Insurance

You will pay Us an additional premium, which will be pro rata to the premium paid on 75% of the Estimated Amount.

Any other part of this Section dealing with an annual return premium is cancelled.

### Salvage Sale

If following Damage, giving rise to a claim under this Section, You hold a salvage sale during the Indemnity Period, Paragraph (a) of the Basis of Settlement in respect of Insured Profit is amended so that We will pay in respect of reduction in Turnover the sum produced by applying the Rate of Insured Profit to the amount by which, due to Damage the Standard Turnover exceeds the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) from which sum shall be deducted the Insured Profit actually earned during the period of the salvage sale.

### Departments

If You conduct The Business in departments and independent trading results are obtainable, the Basis of Settlement of the Insured Profit item will apply separately to each department affected by the Damage.

If the insurance is not on a declaration linked basis, if the Sum Insured by the Insured Profit item is less than the total of all the sums produced by applying the Rate of Insured Profit for each department of The Business (whether affected by the Damage or not) to its relative Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.

## Revenue Protection Business Interruption – Endorsements

### Business Interruption Endorsements

*The following Endorsements only apply to this Section if stated in The Schedule.*

#### Rent Receivable

We will pay in respect of rent receivable the difference between

- (1) the rent which would have been receivable in respect of The Premises during the Indemnity Period but for the Damage
- (2) the amount of rent actually received during the same period

less any savings in charges or expenses of The Business, payable out of rent receivable, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured by this item is less than the rent which, but for the Damage would have been receivable during the 12 months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will

- (1) be Your own insurer for the difference
- (2) bear a rateable share of the loss.

The maximum We will pay is the Sum Insured stated in The Schedule.

#### Additional Increased Cost of Working

We will pay the additional expenditure necessarily and reasonably incurred due to the Damage solely for the purpose of avoiding or diminishing the reduction in Turnover (or Revenue, Fees, or Rentals as insured by this Section) during the Indemnity Period and which exceeds the amount recoverable as increase in cost of working, under Item 1 of this Section.

The maximum We will pay is the Sum Insured stated in The Schedule.

### Fines or Damages

We will pay in respect of fines or damages for breach of contract, the sums You are legally liable to pay and will pay in discharge of fines or damages incurred solely due to the Damage, for non-completion or late completion of orders.

The maximum We will pay is the Sum Insured stated in The Schedule.

### Additional Cost of Rent

We will pay the additional cost of rent necessarily and reasonably incurred by You for temporary premises, beyond the Maximum Indemnity Period under Item 1 of this Section during the Additional Maximum Indemnity Period stated in The Schedule.

The maximum We will pay is the Sum Insured stated in The Schedule.

### Definition

Additional Maximum Indemnity Period

The number of months stated in The Schedule in excess of the Maximum Indemnity Period under Item 1.

## Revenue Protection Business Interruption

### Increased Cost of Working – Increased Office Expenses Specification

#### Items

Increased Office Expenses Sum Insured stated in The Schedule.

Auditor's and Professional Accountant's Charges stated in The Schedule.

The Schedule will state

- (1) which of the above items apply
- (2) any other items which apply.

#### Definitions

*The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.*

#### Increased Office Expenses

- (a) Additional cost of
  - (i) rent, rates and taxes of temporary premises
  - (ii) any premium, or compensation, necessary to obtain the use of temporary premises
  - (iii) removal to and from, or suitably adapting, temporary premises
  - (iv) clerical assistance and advertising
- (b) The cost of
  - (i) replacing destroyed or damaged books or documents
    - which belong to You
    - which You hold in trust or for which You are responsible
    - and which require to be replaced and are capable of being replaced
  - (ii) obtaining evidence of the contents of any essential documents which cannot be replaced
- (c) Other additional costs, to which We have not specifically referred, incurred with Our prior agreement.

#### Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

#### Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

#### Maximum Limit

- (a) The result of dividing the Sum Insured, under Increased Office Expenses, by the number of separate locations of all of The Premises.
- (b) If a special limit stated in The Schedule applies to one or more location, the Maximum Limit for the location will be calculated by applying the 'Percentage Limit' shown against each location to the Sum Insured under Increased Office Expenses.

The remainder of the Sum Insured will be divided equally between the other locations to produce the Maximum Limit for each.

If the limit is shown as an amount, this amount will be the Maximum Limit for the location concerned.

If the Maximum Indemnity Period exceeds 12 months, the maximum amount We will pay during any period of 12 months of the Indemnity Period, will be the proportion of the maximum amount recoverable which 12 months has to the number of months in the Maximum Indemnity Period.

#### Basis of Settlement

##### Increased Office Expenses

We will pay Your Increased Office Expenses, which have been reasonable and necessarily incurred as a result of the Damage, to continue The Business during the Indemnity Period less any savings in such Expenses during the Indemnity Period which reduce or cease due to the Damage.

## Revenue Protection Business Interruption (Continued)

### Increased Cost of Working – Increased Office Expenses Specification

The maximum amount We will pay for any one book, document or set of documents, will be 5% of the Sum Insured applicable to The Premises at which the Damage has occurred.

The maximum amount We will pay for any one situation is the Maximum Limit.

#### Clauses

*The following clauses apply to this Specification*

#### Auditor's and Professional Accountant's Charges

We will pay Your Auditor's and Professional Accountant's reasonable charges for

- (a) producing information we require for investigating any claim  
and
- (b) confirming the information is in accordance with Your business books.

The maximum amount We will pay is £1,000 for this item.

#### Workplace Recovery Office Facilities

- (1) Where You have in place prior to the Damage at The Premises occurring, contracted external
  - (a) Workplace Recovery Office Facilities  
or
  - (b) IT Recovery Services,  
supplied by a disaster recovery services provider,  
We will reimburse You for the then current annual contract fee paid (or payable) by You for such facilities or services following Damage at The Premises, as insured by this Section, causing interruption to or interference with The Business, which necessarily and reasonably results in You using such facilities or services  
or

- (2) where You have in place, Your own internal designated

- (a) Workplace Recovery Office Facilities  
or
- (b) IT Recovery Services,

We will reimburse You for the necessary and reasonable additional costs of any similar replacement Workplace Recovery Office Facilities or IT Recovery Services, following Damage at The Premises, as insured by this Section, causing interruption to or interference with The Business, which results in You using, or temporarily losing the use of, Your own internal designated facilities or services.

The maximum We will pay will be £25,000 in any one Period of Insurance.

#### Definitions

For the purposes of this extension, the following Definitions apply.

#### IT Recovery Services

Temporary Information Technology facilities.

#### Workplace Recovery Office Facility

Temporary replacement office accommodation and services.

We will not indemnify You where

- (a) the use of any contracted Workplace Recovery Office Facilities or IT Recovery Services or
- (b) the use of Your own internal designated Workplace Recovery Office Facilities or IT Recovery Services or
- (c) the temporary loss of use of Your own internal designated Workplace Recovery Office Facilities or IT Recovery Services

lasts less than 24 consecutive hours.

## Asset and Revenue Protection Terrorism

### Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

### Act of Terrorism

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

### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems.

This includes but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between or amongst networks.

### Excess

The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition.

### Hacking

Unauthorised access to any computer or other equipment, component, system or item which processes, stores or retrieves data whether Your property or not.

### Heads of Cover

Any of the following types of direct insurance cover

- (1) Buildings and completed structures
- (2) Other property

- (3) Business Interruption
  - (4) Book Debts
- insured under this policy.

### Nuclear Installation

Any installation which is prescribed by regulations made by the Secretary of State from time to time or any successor relevant authority, being an installation designed or adapted for

- (1) the production or use of atomic energy,
- (2) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations,  
or
- (3) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

### Nuclear Reactor

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

### Private Individual

Any person other than a

- (1) company, association or partnership
- (2) trustee or body of trustees where insurance is arranged under the terms of a trust
- (3) person who owns Residential Property for the purpose of a business as a sole trader
- (4) person who owns Residential Property of which in excess of 20% is commercially occupied.

Where

## Asset and Revenue Protection Terrorism (Continued)

- (a) (i) the Residential Property is occupied by a trustee or a sole trader as a private residence  
and  
(ii) the property is not a block of flats  
each will be deemed to be a Private Individual in respect of that same property.
- (b) two or more persons have arranged insurance on Residential Property in
  - (i) their several names  
and/or
  - (ii) the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insuredsuch persons will be deemed to be a Private Individual in respect of that property.

### Residential Property

- (1) Private dwelling houses and flats.
- (2) Household goods and personal effects.

### Treasury

The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority.

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data, files or operations whether involving self-replication or not.

This includes, but is not limited to, trojan horses, worms and logic bombs.

### Cover

We will indemnify You in respect of all losses arising under any of the Heads of Cover resulting from loss or destruction of or damage to property

insured under this policy directly caused by an Act of Terrorism occurring during the Period of Insurance at The Premises but only in England, Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands), subject to the definitions, exceptions and conditions herein.

The maximum We will pay under this Section in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy where the Head of Cover is otherwise insured.

In any action, suit or proceedings where We allege that any loss is not covered by this Section the burden of proving that such loss is covered will be upon You.

### Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

- (1) The insurance provided by this Section is subject to all the Definitions, Conditions and Clauses of the Sections of this policy where the Head of Cover is otherwise insured.  
  
If there is conflict between this Section and the rest of the policy, this Section will prevail.
- (2) We will not indemnify You unless and until
  - (a) the Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism,  
or
  - (b) in the event of the Treasury refusing to issue such a certificate a tribunal formed by agreement between Us and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism.
- (3) If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim

## Asset and Revenue Protection Terrorism (Continued)

- (a) You must declare to Us all property and/or premises owned by You, or for which You are responsible, including all such property and/or premises of subsidiary companies unless it is the practice of any subsidiary company to effect its own insurance
- (b) You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises.
- (4) We may cancel the cover provided by this Section
  - (a) by sending You 30 days written notice to Your last known address  
We will refund a proportionate part of any premium paid for the unexpired period
  - (b) immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement  
We will not refund any instalment paid.
- (b) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (2) as a result of loss or destruction of or damage to Residential Property insured in the name of a Private Individual.
- (3) as a result of loss or destruction of or damage to any property at a Nuclear Installation or Nuclear Reactor.

### Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of losses arising under any of the Heads of Cover

- (1) directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from
  - (a) damage to any computer, or other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information, programs or software) and whether Your property or not, where such damage is caused by Virus or Similar Mechanism, Hacking or Denial of Service Attack.

## Legal Liabilities Employers' Liability

### Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Compensation

Damages, including interest.

### Costs and Expenses

- (1) Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Inquiry
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

### Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

### The Defined Territories

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or offshore installations within the Continental Shelf around such territories.

### The Insured

- (1) You.
  - (2) Your personal representatives in respect of legal liability You incur.
  - (3) At Your request
    - (a) any director, partner or Employee of Yours
    - (b) the officers, committees and members of Your
      - (i) canteen, social, sports, educational and welfare organisations
      - (ii) first aid, fire, security and ambulance services
- in their respective capacities as such
- (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
  - (d) those who hire plant to You to the extent required by the hiring conditions or the personal representative of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims against The Insured arising out of one cause.

## Legal Liabilities Employers' Liability (Continued)

### The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

### Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

### Clauses

*The following clauses apply to this Section.*

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant which are owned and used by You.
- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

### Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason

of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

### Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals.
- (2) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to any person other than an Employee.
- (3) in respect of any
  - (a) fines.
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

## Legal Liabilities Employers' Liability (Continued)

### Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to the health and safety of any person other than an Employee.
- (3) where indemnity is provided by another insurance policy.

### Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
- (2) each Employee is £250 per day.

### Unsatisfied Court Judgments

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.
- (2) the judgment was obtained in a court within The Defined Territories.
- (3) there is no appeal outstanding to the judgment.
- (4) the Employee, or his or her personal representative, assigns the judgment debt to Us.

### Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
  - (a) accommodation, exploration, drilling or production rig or platform.
  - (b) support vessel.
- (2) Bodily Injury sustained by any Employee when such person is
  - (a) carried in or upon a vehicle
  - (b) entering or getting on to, or alighting from, a vehicle

where any road traffic legislation requires insurance or security.

## Legal Liabilities Employers' Liability (Continued)

- (3) (a) liquidated damages.
- (b) penalty clauses.
- (c) fines.
- (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision – Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

### Special Provision – Terrorism

Subject otherwise to the terms of the policy Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to £5,000,000 including Costs and Expenses.

## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

### Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.  
  
In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.
- (2) Where it is stated in The Schedule that declarations apply
  - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require  
  
and
  - (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

## Legal Liabilities Employers' Liability (Continued)

## Additional Endorsements

*This Section extends to include the following Additional Endorsements, only if stated as applying in The Schedule.*

### Erection of Buildings

We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding 10 metres in height including

- (1) partial or total demolition
- (2) road and footpath construction
- (3) laying pipes and drains
- (4) piling work

forming part of the contract.

We will not provide indemnity in respect of the use of explosives.

### Erection, Alteration, Maintenance or Repair of Buildings

We will indemnify The Insured in respect of contracts, undertaken by The Insured, for the

- (1) erection, alteration, maintenance or repair of buildings not exceeding 10 metres in height and including any
  - (a) partial or total demolition
  - (b) road and footpath construction
  - (c) laying pipes and drains
  - (d) piling work
 forming part of the contract.
- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of the use of explosives.

## General Builders

We will indemnify The Insured in respect of

- (1) (a) partial or total demolition
  - (b) road and footpath construction
  - (c) laying pipes, drains and sewers
  - (d) piling work
 only if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures.
- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (1) water diversion or the use of explosives.
- (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

## Civil Engineering Contractors including Road and Sewer Contractors

We will indemnify The Insured in respect of

- (1) partial or total demolition
  - (a) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, maintenance or repair.
  - (b) of other structures not exceeding four metres in height.
- (2) piling work contracts undertaken by The Insured for sheet piles in respect of the temporary support of trenches.

We will not provide indemnity in respect of

- (1) piling work contracts other than the use of sheet piles for the temporary support of trenches.
- (2) water diversion or the use of explosives.

## Legal Liabilities Employers' Liability (Continued)

- (3) the construction of or work on
  - (a) towers, steeples, chimney shafts or blast furnaces
  - (b) viaducts, bridges and flyovers other than for surfacing or resurfacing of roads thereon.
  - (c) docks, quaysides, jetties, harbours, tunnels, dams or reservoirs.
- (4) digging below the Depth Limit shown in The Schedule.

### Height Limit

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit shown in The Schedule.

## Legal Liabilities Public and Products Liability

### Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Compensation

Damages, including interest.

### Costs and Expenses

- (1) Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Inquiry
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) Costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

### Damage

Physical

- (1) loss.
- (2) destruction.
- (3) damage.

### Personal Injury

- (1) Bodily Injury.
- (2) Wrongful
  - (a) arrest, detention or imprisonment.
  - (b) eviction.
  - (c) accusation of shoplifting.

### Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

### Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported by You or on Your behalf and which is no longer in the custody or control of The Insured.

### Property

Material property.

### Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

## Legal Liabilities Public and Products Liability (Continued)

### The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

### The Insured

- (1) You.
  - (2) Your personal representatives in respect of legal liability You incur.
  - (3) At Your request
    - (a) any director, partner or Employee of Yours
    - (b) the officers, committees and members of Your
      - (i) canteen, social, sports, educational and welfare organisations
      - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
  - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - (d) those who hire plant to You to the extent required by the hiring conditions
- or the personal representatives of any of these persons
- in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of

- (1) Products Supplied

- (2) Pollution or Contamination

The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

### The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

### The Works

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used

for the period during which You are responsible under contract conditions.

### Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
  - (2) Costs and Expenses
- in respect of accidental
- (a) Personal Injury
  - (b) Damage to Property
  - (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

## Legal Liabilities Public and Products Liability (Continued)

### Clauses

*The following clauses apply to this Section.*

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant which are owned and used by You.
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

### Buildings Temporarily Occupied

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide indemnity in respect of Damage to

- (1) premises and their contents which You own or are loaned, leased, hired or rented to
  - (a) The Insured.
  - (b) any other party who is carrying out work on Your behalf.
- (2) The Works.

### Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which result from any deliberate act or omission by You.
- (3) where indemnity is provided by another insurance policy.

### Contractual Liability

We will indemnify The Insured in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

### Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### Data Protection Act 1998

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual
  - (a) the subject of personal data The Insured holds and
  - (b) who suffers damage or distress caused by
    - (i) inaccuracy of data

## Legal Liabilities Public and Products Liability (Continued)

- (ii) loss of the data
- (iii) unauthorised destruction or disclosure of the data
- (iv) unauthorised access to the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) (a) Personal Injury other than as provided by this Clause
- (b) Damage to Property
- (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
- (d) libel, slander or defamation.

- (2) consequential losses.

- (3) liability

- (a) as a result of You having authorised the destruction or disclosure of the data
- (b) which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.

- (4) any fine or statutory payment.

- (5) liability which arises solely by reason of the terms of any agreement.

- (6) liability in respect of liquidated damages or under any penalty clause.

- (7) legal costs or expenses or financial losses in respect of any order

- (a) for rectification or erasure of data
- (b) requiring that data to be supplemented by any other statements.

- (8) proceedings relating to Compensation for any

- (a) Employee if the Employers' Liability Section of this policy is not in force

- (b) third party if the Public and Products Liability Section of this policy is not in force.

### Defective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

### Employees' and Visitors' Personal Belongings

We will indemnify The Insured in respect of legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured.
- (2) stored for a fee or other consideration by The Insured.
- (3) in the custody or control of The Insured for the purposes of being worked upon.

### Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion.

## Legal Liabilities Public and Products Liability (Continued)

- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement.
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

### Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals

- (2) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.

- (2) in respect of proceedings which

- (a) result from any deliberate act or omission by You.
- (b) relate to any Employee.

- (3) in respect of any

- (a) fines.
- (b) remedial or publicity orders or any steps required to be taken by such orders.

- (4) where indemnity is provided by another insurance policy.

### Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals

- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.

- (2) in respect of proceedings which

- (a) result from any deliberate act or omission by You.
- (b) relate to the health and safety of any Employee.

- (3) where indemnity is provided by another insurance policy.

### Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1) (a) not owned by
- (b) not loaned, leased, hired or rented to You nor provided by You and

- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.

- (2) while the vehicle is being driven by

- (a) You.
- (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.

- (3) where indemnity is provided by another insurance policy.

## Legal Liabilities Public and Products Liability (Continued)

### Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
  - (a) any agreement unless liability would have existed otherwise.
  - (b) ownership or occupation of land or buildings.
  - (c) the carrying on of any trade or profession.
  - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
- (2) where indemnity is provided by another insurance policy.

### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
- (2) each Employee is £250 per day.

### Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by or on behalf of The Insured of any
  - (a) aircraft, aerial device or hovercraft
  - (b) watercraft exceeding eight metres in length
  - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
    - (i) where described in the Motor Contingent Liability Clause
    - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
- (3) Damage to Property
  - (a) which You own or is loaned, leased, hired or rented to The Insured
  - (b) which is held in trust or in the custody or control of
    - (i) The Insured
    - (ii) any other party who is carrying out work on Your behalf

other than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause.
- (c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.

## Legal Liabilities Public and Products Liability (Continued)

- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
  - (a) Products Supplied (other than Products Supplied under a separate contract)
  - (b) The Works.
- (5) recalling or making refunds in respect of
  - (a) Products Supplied
  - (b) The Works.
- (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
- (7) (a) the carrying out of any work
  - (b) any Products Supplied

which affects or could affect

  - (i) the navigation, propulsion or safety of any aircraft or other aerial device
  - (ii) the safety or operation of nuclear installations.
- (8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.
 

All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
- (9) (a) work in or on and travel to, from or within
  - (b) Products Supplied to

any offshore

  - (i) accommodation, exploration, drilling or production rig or platform
  - (ii) support vessel.
- (10) (a) liquidated damages
  - (b) penalty clauses
  - (c) fines
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional

damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.
- (12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision – Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

### Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (12)(a) and (12)(b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to

- (a) £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause
- (b) £5,000,000 in respect of all events happening in any one Period of Indemnity in respect of Products Supplied

or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.

## Legal Liabilities Public and Products Liability (Continued)

- (13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property.

You will reimburse any such amount paid by Us.

- (14) (a) exposure to  
(b) inhalation of  
(c) fears of the consequences of exposure to or inhalation of  
(d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos.

- (15) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with

- (a) Virus or Similar Mechanism  
(b) Denial of Service Attack  
(c) unauthorised access to or use of Computer and Electronic Equipment.

However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.

### Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

### Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted

for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

- (2) Where it is stated in The Schedule that declarations apply  
(a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require and  
(b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

### Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

### Endorsements and Additional Endorsements

*This Section is subject to any Endorsements and Additional Endorsements which are stated in The Schedule as applying, in addition to the Policy Conditions at the back of this policy.*

## Policy Conditions

### Policy Conditions

*All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy.*

#### (1) Alteration of Risk

If

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury

or

- (b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

#### 2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

#### (3) Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us  
(2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above and provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment  
(ii) claim(s) made under the policy which are still under consideration

- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

- (4) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment  
(ii) claim(s) made under the policy which are still under consideration  
(iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

#### (4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.  
(b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.

## Policy Conditions (Continued)

- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
  - (i) 30 days
  - or
  - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
 of You becoming aware of the event or occurrence, or such further time that We may allow.
- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

### (5) Contribution

#### Applicable to Employers' Liability Section and Public and Products Liability Section

- (a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

#### Applicable to all other Sections insured by this Policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

### (6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity
- or
- (b) the Sum Insured
- or
- (c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

### (7) Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim
- (b) recover from You any sums paid by Us to You in respect of the claim

## Policy Conditions (Continued)

- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided)
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

### (8) Identification

The policy and The Schedule will be read as one contract.

### (9) Non Disclosure, Misrepresentation or Misdescription

#### (a) Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;

- where the breach was neither deliberate nor reckless, and but for the breach:

- We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
- We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
- We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

#### (b) Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or

## Policy Conditions (Continued)

- We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

### (10) Reasonable Precautions

You must

- maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- take all reasonable precautions to prevent
  - loss, destruction or damage to the Property Insured
  - accident or injury to any person or loss, destruction or damage to their property.
- comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- keep books with a complete record of purchases and sales.

### (11) Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide

- plans
- documents
- books
- information which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

### (12) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- enforce a right or remedy or
- obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

### (13) Index Linking

- Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices or any alternative index specified by Us in Our reasonable opinion

- any buildings and tenants improvements item

The General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

- other items

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

## Policy Conditions (Continued)

In the event of a negative index We will retain Your existing amounts insured, unless You advise Us otherwise.

- Claims.

These adjustments will continue during the

- Period of Insurance
- period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

### (14) Long Term Undertaking

Where a Section is stated in The Schedule to be subject to a Long Term Undertaking a discount of 5% under that Section is allowed in consideration of You having provided an undertaking with effect from the date stated in The Schedule to offer annually for a period of three years the insurance under the Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that:

- We will be under no obligation to accept an offer made in accordance with such an undertaking
- the Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in The Business.

The discount does not apply to any inspection fees charged under the Engineering Section of this policy.

The above mentioned undertaking applies to any policy which may be issued by Us in substitution for this policy and the same discount shall be allowed.

### (15) Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- providing Us with any additional information

- completing any actions agreed between You and Us
- allowing Us to complete any actions agreed between You and Us.

- If required by Us, allowing Us access to The Premises and/or The Business to carry out survey(s) and Your compliance with any risk improvements identified.

If this is the case, then The Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

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

- modify Your premium,
- amend the terms and conditions of this policy,
- require You to make alterations to The Premises and/or to comply with any risk improvements identified,
- exercise Our right to cancel Your policy under Policy Condition (3) Cancellation,
- leave the policy terms, conditions, and premium unaltered.

If We proceed with any of (i) (ii) and (iii) above, 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.

### (16) Continuous Cover

- Subject to the following provisions of this Section, We agree to provide You with continuous cover under this policy.
- This does not remove the need for You to inform Us of
  - any facts or changes which affect Your insurance and which have occurred since the policy started or since the last anniversary date and

## Policy Conditions (Continued)

- have not been previously notified to Us
- (b) up to date Sums Insured and Liability estimates applicable to Your policy at each anniversary date
  - (3) We may at Our discretion amend Your premium and/or the terms and conditions of this policy including but not limited to circumstances where:
    - (a) there is any change in legislation or legal practice, tax, the cost or availability of reinsurance, insurance industry market practice or legal precedent established in any court of law which has a material effect on any of the Sections insured by this policy;
    - (b) Insurance Premium Tax is imposed or increased;
    - (c) The Schedule states that index linking applies;
    - (d) there is any material alteration in the risks covered by this policy.

Any changes, other than where there is a material alteration to the risk, will apply from the next anniversary date.

We will give You at least 45 days' notice of our intention to make any such amendments unless such amendment is as a result of a change in the risks covered by this policy.

In circumstances where You are unhappy with Our proposed amendments You have the option to cancel this insurance in accordance with Policy Condition (3).

## Policy Exceptions

### Exceptions

*The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the Exceptions contained in each Section.*

We will not indemnify You in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
  - (a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (ii) mutiny or military uprising, martial law
  - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the following Sections, when insured by this policy
  - (a) Property Damage – Specified Contingencies
  - (b) Property Damage – All Risks
  - (c) Theft
  - (d) Computer
  - (e) Electronic Equipment
  - (f) Business All Risks
  - (g) Goods in Transit
  - (h) Money and Assault

- (i) Glass
- (j) Engineering
- (k) Contract Works
- (l) Business Interruption
- (m) Book Debts
- (n) Loss of Licence.

- (2) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy

- (a) Employee Dishonesty
- (b) Terrorism
- (c) Employers' Liability
- (d) Professional Indemnity
- (e) Directors and Officers Liability
- (f) Management Liability.

- (3) exception (1) (b) does not apply to the following Sections, when insured by this policy

- (a) Public and Products Liability
- (b) Personal Accident.

- (4) exceptions (1) (a) and (1) (c) do not apply to the Personal Accident Section and Business Travel Sections, when insured by this policy, while the Insured Person is undertaking an Insured Journey.

- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from

- (a) (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

## Policy Exceptions (Continued)

- (b) the use of any weapon or device
    - (i) dispersing radioactive material and/or ionising radiation
    - or
    - (ii) using atomic or nuclear fission and/or fusion or other like reaction.
  - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended.
- However,
- (1) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
    - (a) indemnify another party
    - or
    - (b) assume the liability of another party.
  - (2) exceptions (2) (a) and (2) (b) do not apply to the following Sections, when insured by this policy
    - (a) Employee Dishonesty
    - (b) Terrorism
    - (c) Professional Indemnity
    - (d) Directors and Officers Liability
    - (e) Management Liability.
  - (3) (a) Money, negotiable instruments and specie
  - (b) securities and bonds
  - (c) jewellery
  - (d) precious stones
  - (e) precious metals
  - (f) bullion
  - (g) furs
  - (h) curios and antiques
  - (i) rare books
  - (j) works of art
  - (k) goods held in trust or on commission
  - (l) documents
  - (m) manuscripts
  - (n) business books
  - (o) computer systems records
  - (p) explosives and hazardous substances
  - (q) property in transit
- unless specifically mentioned.
- However, exceptions (3)(a) to (q) do not apply to the following Sections, when insured by this policy
- (1) Terrorism
  - (2) Employers' Liability
  - (3) Public and Products Liability
  - (4) Commercial Legal Protection.
- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
    - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
    - (b) media or systems used in connection with anything referred to in (a) above
- whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time

## Policy Exceptions (Continued)

- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.
- However,
- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section
    - (a) Property Damage
    - (b) Money and Assault
    - (c) Engineering
    - (d) Computer
    - (f) Electronic Equipment.
    - (g) Business Interruption.
  - (2) exceptions (4) (a) and (4) (b) do not apply to the following Sections, when insured by this policy
    - (a) Employee Dishonesty
    - (b) Loss of Licence
    - (c) Terrorism
    - (d) Employers' Liability
    - (e) Personal Accident
    - (f) Professional Indemnity
    - (g) Directors and Officers.

## Definition

The following definition only applies to this exception

'Defined Contingency'

fire, lightning, explosion, aircraft and 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, or theft.