



WRIGHTSURE
insurance group



Performing Arts Policy



Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

Wrightsure Services Ltd
799 London Road
West Thurrock
Essex RM20 3LH
Tel: 01708 865533
Fax: 01708 865100
E-mail: performers@wrightsure.com
Website: www.performersinsurance.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.

	Page
Contact details for claims and help	3
Complaints Procedure	5
Important Information	6
The Contract of Insurance	7
Recognising You	8
Policy Definitions	9
Asset Protection	12
Property Damage – All Risks	12
Property Damage – Additional Contingencies	18
Property Damage – Clauses	21
Property Damage – Additional Clauses	28
Property Damage – Additional Conditions	31
Electronic Equipment	36
Money and Assault	46
Property Damage, Electronic Equipment and Money	51
Glass	55
Frozen Foods	56

Revenue Protection	57
Business Interruption	57
Business Interruption – Extensions	61
Business Interruption – Additional Contingencies	62
Business Interruption – Clauses	66
Business Interruption – Endorsements	68
Business Interruption Revenue Sum Insured Basis Specification	69
Business Interruption Revenue Declaration Linked Basis Specification	71
Business Interruption Revenue Protection Insured Profit Sum Insured Basis Specification	73
Business Interruption Insured Profit Declaration Linked Specification	75
Business Interruption Increased Cost of Working – Commercial and Industrial Specification	78
Loss of Licence (Revenue Basis)	79
Asset and Revenue Protection	82
Terrorism	82
Legal Liabilities	86
Employers’ Liability	86
Public and Products Liability	90
Commercial Legal Protection	99
Employee Benefits	109
Definitions applicable to Group Personal Accident & Business Travel	109
Group Personal Accident	111
Business Travel	117
Marine Cargo	133
Policy Conditions	147
Policy Exceptions	153

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 015 1498

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.

Claims Service Group PA and Business Travel

08000 516 583

Our claims service is available during normal office hours (Monday to Friday from 9am to 5pm). Alternatively, you can write to them at the following address:

Postal Address: Group Personal Accident, Aviva, 4th Floor, The Observatory, Chapel Walks, Manchester M2 1HL

Email Mailbox: gpaclaims@aviva.co.uk

Concierge Service

+44 (0) 1234 651566

Our telephone concierge service will help you locate services local to where you are staying or working to enable you to plan ahead for travelling, dining and shopping. You can call us on this number anytime day or night.

Emergency Cash Advance

+44 (0) 1234 621556

We can arrange for an emergency cash advance to be made to an insured person in replacement of any cash which has been lost or stolen overseas. Any emergency funds provided will be deducted from any subsequent claim or must be refunded to us.

Emergency Medical Assistance Service

+44 (0) 1243 621066

Our service will provide advice on and where appropriate arrange all medical treatment, travel and accommodation covered under Medical and Emergency Travel Expenses. In the event of a medical emergency overseas please call +44 (0) 1243 621066.

For full details of the cover provided under the service, please refer to the Business Travel Section in this policy.

Advice Before You Travel

+44 (0)1243 621556

Our Travel Assistance Helpline can be contacted any time day or night and will provide advice and information on

- Visa and entry permits you may need.
- Necessary vaccination and inoculation requirements and where they can be arranged.
- What you should take with you in relation to first aid and health.
- Currencies, travellers cheques and current exchange rates.
- Languages, time zones and details of countries you will be visiting.

In addition, there is a wealth of information available on the Foreign & Commonwealth Office website which provides lots of advice for travelling including briefings for each country. This can be found at the following website address www.fco.gov.uk.

Contact details for claims and help (Continued)

Legal and Tax Helpline

0345 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

Commercial Legal Protection

0345 300 1899

If you have Commercial Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand.

If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at www.aviva.co.uk/legalprotection.

Risk Solutions Helpline

0345 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.

Counselling Service Helpline

0117 934 0105

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Marine Cargo Claims Service

0161 931 8076

Our claims line provides you with assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

If You are unhappy regarding the handling of a claim, We would encourage You to seek resolution by contacting:

Marine Claims Manager Tel: 0161 931 8076

Aviva Fax: 0161 931 8011

4th Floor, The Observatory

Chapel Walks

Manchester

M2 1HL

Email: cargo-claims@aviva.co.uk

Website

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 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.

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.

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, the policyholder, 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, 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 other 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.

Administration Charge

We reserve the right to apply an administration charge of up to £25 (plus Insurance Premium Tax, where applicable) for any adjustments you make to your policy.

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 0345 366 66 66 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 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.

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.

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

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

The Business

Activities directly connected with the business specified in The Schedule.

Policy Definitions (Continued)

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.

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.

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.

Asset Protection Property Damage – 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.

Cover

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

Basis of Claim Settlement – Reinstatement

In the event of Damage to the Property Insured under

- (a) any items on
 - (i) Stock and Materials in Trade,
 - (ii) professional fees,
 - (iii) debris removal,
 - (iv) rent,
 - (v) pedal cycles and personal effects,
 - (vi) motor vehicles,
 - (vii) Computer and Electronic Office Equipment,the Basis of Claims Settlement – Indemnity Clause will apply
- (b) all other items
 - 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, unless the Basis of Claims Settlement – Indemnity clause or any other alternative basis of settlement is stated to apply, 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 newHowever, We will not pay more than We would have done if the property has been completely destroyed.

- (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 of the 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) (1) and (2) above includes the costs necessary to comply with any
 - (a) European Union Legislation
 - (b) Act of Parliament
 - (c) Bye laws of any public authority.We will not indemnify You
 - (a) in respect of the costs incurred
 - (i) for Damage not insured by this Section

Asset Protection Property Damage – All Risks (Continued)

- (ii) where notice was served on You before the Damage occurred
 - (iii) where an existing requirement must be completed within a stipulated period
 - (iv) for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage
- (b) in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.
- (4) The work of reinstatement
 - (a) may be carried out on another site and in a manner suitable to Your needs. However,
 - (i) Our liability must not be increased
 - (ii) this will not apply when The Premises are Unoccupied unless We have agreed otherwise in writing.
 - (b) must begin and be carried out as quickly as possible.
- (5) 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.
- (6) We will not indemnify You if You
 - (a) do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment
 - (b) or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement
 - (c) 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 customers' Computer and Electronic Office Equipment held in trust
- (iii) Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

Conditions

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

(1) Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the 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.

Asset Protection Property Damage – All Risks (Continued)

(2) Fire Extinguishing Appliances

You must maintain all fire extinguishing appliances on The Premises in full working order in accordance with the manufacturer's instructions.

(3) Our Rights

If Damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or The Premises
- (b) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner.

without incurring liability or reducing Our rights.

We will not pay for any Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

(4) Change of Occupancy

You must tell Us immediately if

- (a) any building at The Premises becomes Unoccupied
- (b) any Unoccupied building at The Premises becomes occupied.

(5) Construction Heating and Occupation of the Buildings

Where Buildings are Insured under this section, unless otherwise stated in The Schedule the buildings are

- (a) constructed of brick, stone, or concrete
- (b) roofed with slates, tiles, concrete, metal or asbestos
- (c) heated by
 - (i) low pressure hot water or steam
 - (ii) oil fired space heaters fed from a fuel tank in the open

(iii) overhead gas or electrical appliances

(iv) gas or electric fires in offices only

or as expressly varied in accordance with details provided to Us

- (d) occupied for the sole purpose of The Business and otherwise only as a private dwelling.

(6) Interested Parties – Specified

In the event of Damage as insured by this Section interested parties, as stated in The Schedule, must declare the nature and extent of their interest.

(7) Protections

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

Whenever The Premises are

- (a) closed for business,
- or
- (b) left unattended.

You must ensure that all security devices provided to protect The Premises are properly fitted and put into full operation.

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) design
 - (ii) materials used in its construction

Asset Protection Property Damage – All Risks (Continued)

- (e) (i) faulty or defective workmanship
- (ii) operating error or omission
- by You or any of Your Employees
- (f) caused by or consisting of the bursting of a boiler, economiser, vessel, machine or apparatus, not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control.

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) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associating piping
 - (e) the Property Insured's 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) 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

 - (a) pollution or contamination which results from Defined Contingencies (1) to (12)
 - (b) Defined Contingencies (1) to (12) which results from pollution or contamination.
- (4) Damage to the Property Insured caused by
 - (a) subsidence, ground heave or landslip unless
 - (i) resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
 - or
 - (ii) specifically mentioned as insured in The Schedule.
 - (b) normal settlement of new structures
 - (c) acts of fraud or dishonesty
 - (d) (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information or clerical error
 - (e) theft or attempted theft.

- (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.

Asset Protection Property Damage – All Risks (Continued)

- (6) Damage to
- (a) gates
 - (b) fences
 - (c) moveable property in the open
- by
- (i) wind
 - (ii) rain, hail, sleet or snow
 - (iii) flood
 - (iv) dust.
- However, We will indemnify You for Damage to such property caused by falling trees and not otherwise excluded.

- (7) 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) 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 is caused by fire or explosion and is not otherwise excluded.

- (8) 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)
- when The Premises are Unoccupied.

- (9) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or its fixtures and fittings, unless specifically mentioned as insured in The Schedule.

However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.

- (10) Damage to
- (a) vehicles licensed for road use including accessories on or attached to them
 - (b) caravans or trailers
 - (c) railway locomotives or rolling stock
 - (d) watercraft or aircraft
 - (e) property in the course of construction including materials for use in the construction
 - (f) land, roads or pavements, piers, jetties, bridges, culverts or excavations
 - (g) livestock
 - (h) growing crops or trees.

However, We will indemnify You if such property is specifically stated as insured in The Schedule and the Damage is not otherwise excluded.

- (11) Damage
- (a) insured by any marine policy
 - (b) which would be insured under any marine policy if this policy did not exist.

However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed.

- (12) Damage more specifically insured by You or on Your behalf.

Asset Protection Property Damage – All Risks (Continued)

(13) any consequential loss or damage.

However, We will indemnify You in respect of rent when this item(s) is specifically mentioned as insured in The Schedule.

(14) 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.

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.

(15) (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) and (13) which is not otherwise excluded.

(16) the Excess stated in The Schedule.

Asset Protection Property Damage – Additional Contingencies

Additional Contingencies

The following Additional Contingencies apply to the Property Damage – All Risks Section where stated in The Schedule.

Subsidence

We will indemnify You in respect of Damage at The Premises caused by subsidence or ground heave of the site of the Property Insured, or landslip.

We will only indemnify You in respect of Damage to

- (1) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- (2) walls, gates, hedges or fences
if
 - (a) such property is specifically insured by this Section
 - and
 - (b) Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

- (1) Damage caused by
 - (a) collapse of any building
 - (b) the normal settlement, shrinking and cracking of any building
 - (c) coastal or river erosion
 - (d) defective design or inadequate construction of foundations
 - (e) any demolition, construction, erection, ground or excavation works, carried out at the site of The Premises or the site of any adjoining premises, unless We have agreed otherwise in writing
 - (f) settlement or movement of made up ground.

- (2) Damage as a result of movement of solid floor slabs.

However, We will indemnify You in respect of Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.

- (3) the Excess stated in The Schedule.

Theft

We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance

- (1) in The Premises by theft or attempted theft
- (2) in respect of buildings at The Premises where You are responsible for the repairs by theft or attempted theft involving entry into or exit from The Premises by forcible and violent means
- (3) by theft involving violence or threat of violence to You, Your partners, directors or Employees.

Underground Services

Where Buildings are insured under this Section or You are responsible for repairs, We will indemnify You in respect of accidental damage to underground

- (a) pipes
- (b) cables

which extend from the buildings to the public mains.

We will not indemnify You in respect of

- (1) the cost of maintenance
- (2) damage caused by
 - (a)
 - (i) gradual deterioration or wear and tear
 - (ii) corrosion, rust, rot, mould or fungus
 - (iii) vermin or insects
 - (iv) atmospheric or climatic conditions
 - (v) normal settlement or shrinkage
 - (b) faulty workmanship, defective design or the use of defective materials
- (3) the Excess stated in The Schedule.

Asset Protection Property Damage – Additional Contingencies (Continued)

Exceptions

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

We will not indemnify You in respect of

- (1) Damage
 - (a) in any part of The Premises not occupied by You in connection with The Business
 - (b) in yards, open sided buildings, compounds, or other open spaces unless specifically mentioned in The Schedule
 - (c) when The Premises are Unoccupied
 - (d) caused by or consisting of acts of fraud or dishonesty
 - (e) caused by or consisting of
 - (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information or clerical error.
- (2) Damage to
 - (a) electronic audio and visual equipment
 - (b) cigarettes, cigars, tobacco, wines, spirits and all other alcoholic drinks exceeding £2,500 in total or £10,000 in total in respect of any event or party
 - (c) computer hardware and software
 - (d) explosives and hazardous substances other than theatrical pyrotechnics
 - (e) furs, curios and antiques
 - (f) gold and silver articles
 - (g) goods held in trust or on commission
 - (h) jewellery and precious stones
 - (i) Money and bullion
 - (j) non-ferrous metals
 - (k) securities and bonds
 - (l) rare books and works of art

unless specifically mentioned as insured in The Schedule or All Other Contents Clause.

- (3) Damage
 - (a) where You or Your partners, directors or Employees or any member of Your household is involved as principal or accessory
 - (b) caused by any person lawfully in The Premises.
 - (4) Damage to property more specifically insured by You or on Your behalf.
 - (5) any consequential loss or damage.
 - (6)
 - (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 (15) and (16) which is not otherwise excluded.
- (7) the Excess stated in The Schedule.

Property Away from The Premises

Definitions

Areas of Unrest

Any country or area within a country which the Foreign and Commonwealth Office advises against travel to, including where advice is against travel unless on essential business.

Cover

We will indemnify You in respect of Damage, occurring during the Period of Insurance, to Property Insured under Items 2, 3 and 4 of The Schedule, while away from The Premises, as described in The Schedule.

Asset Protection Property Damage – Additional Contingencies (Continued)

Cover is extended to include theft where possession is obtained by fraud, trick or false pretence.

We will not cover You in respect of journeys to Areas of Unrest unless You notify Us in advance of any travel to an Area of Unrest and We have given Our written agreement in advance.

The maximum We will pay in respect of any one claim is the Sum Insured specified in The Schedule for Damage to Property Insured for theft or malicious damage when left in an unattended vehicle is as follows:

- (i) £60,000 if the vehicle is fitted with a Thatcham approved alarm and immobiliser which is fully operational at the time of Damage
- (ii) £30,000 if the vehicle is fitted with any other alarm and immobiliser which are fully operational at the time of the Damage to the Insured Property
- (iii) £15,000 if the vehicle is not fitted with an alarm and immobiliser as above or if such alarm and immobiliser are not fully operational at the time of Damage.

In respect of any vehicle left unattended between the hours of 9.00pm and 6.00am, unless kept in a locked building of substantial construction or guarded security park, the Excess stated in The Schedule is amended to 10% of the cost of any Damage subject to a minimum of

- (i) £250 where the total cost of Damage is less than £5,000
- (ii) £1,000 where the total cost of Damage is between £5,000 and £15,000
- (iii) £2,500 where the total cost of Damage is between £15,000 and £30,000
- (iv) £5,000 where the total cost of Damage is greater than £30,000.

In the event of Damage under this Clause where there is also Damage under the Property Damage – Additional Contingencies – Property Away from The Premises the above limits of indemnity and Excess will apply in the aggregate.

Conditions and Additional Clauses

The following Conditions and Additional Clauses only apply to this Additional Contingency.

Theft

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

- (1) You must ensure that while the Equipment is left in any Unattended Vehicle
 - (a) the vehicle is securely locked, its keys, key card or remote control transmitter are removed, all windows are securely closed and all security devices to protect the vehicle are set to operate
 - (b) the Equipment is
 - (i) concealed from view.
 - (ii) stored in the boot or under the parcel shelf where such facilities are available.

We will not indemnify You in respect of theft or attempted theft of the Property Insured from any unattended soft topped, open topped or open sided vehicle or trailer, unless accompanied by theft of the vehicle or trailer.

- (2) You must ensure that while equipment is
 - (a) in transit by air it is carried as hand luggage unless instructed otherwise by airline staff
 - (b) in transit by ship or ferry and not in use, it is kept in a securely locked cabin or vehicle aboard such vessel.

Asset Protection Property Damage – Clauses

Property Damage – Clauses

The following clauses apply to the Property Damage – All Risks Section if stated as insured in The Schedule, except where otherwise stated.

All Other Contents

This term includes

- (1) documents, manuscripts and business books
- (2) Data Storage Materials
- (3) plans and designs.

which require to be replaced and are capable of being replaced, belonging to You or held by You in trust for which You are responsible while

- (1) at The Premises
- (2) temporarily removed to any premises not occupied by You
- (3) in transit by road, rail or inland waterway.

all in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man

but only for

- (a) the value of the physical materials
- (b) the costs of labour incurred in replacing them and the Data thereon
- (c) the costs necessarily and reasonably incurred in collating such data from existing source material.

The maximum We will pay in respect of

- (i) documents, manuscripts, business books, plans and designs is £250,000
- (ii) Data Storage Materials is £25,000.

for any one claim and in any one Period of Insurance.

We will not pay for the value to You of any information lost.

- (4) pedal cycles, tools and other personal items belonging to You or any of Your directors, members, Employees, customers or visitors but only if they are not otherwise insured.

The maximum We will pay for any one person's property is £1,000 in total for any one claim.

- (5) furs, curios, gold, silver, jewellery, precious stones, rare books, antiques, paintings or other works of art.

The maximum We will pay is £10,000 in respect of any one item and £20,000 in total for any one claim.

- (6) wines, spirits and other alcoholic drinks, cigarettes and tobacco held at The Premises for Your own private and business entertainment purposes.

The maximum We will pay is £2,500 in respect of any one claim.

- (7) wines, spirits and other alcoholic drinks, cigarettes and tobacco held at The Premises in respect of any event or party.

The Maximum We will pay is £10,000 in respect of any one claim.

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.

Capital Additions

We will indemnify You in respect of Damage to

- (1) new Buildings and/or Machinery and Plant built or acquired during the Period of Insurance
- (2) alterations, additions and improvements to Buildings and/or Machinery and Plant made during the Period of Insurance, but not in respect of any appreciation in value.

situate anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

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

- (1) 10% of the total Buildings and Machinery and Plant Sum Insured under this Section
or
- (2) £500,000.

whichever is the lower.

Asset Protection Property Damage – Clauses (Continued)

You must

- (a) provide Us with details of such additional Buildings and/or Machinery and Plant as soon as possible but, in any event,
 - (i) within six months of the date You became responsible for the insurance of such Buildings and Machinery and Plant and
 - (ii) before the expiry of the Period of Insurance
- (b) specifically insure such property with Us from the date Our liability commenced
- (c) pay the agreed additional premium.

In respect of any Unoccupied premises insured under the provisions of this clause, We will only indemnify You in respect of Defined Contingencies (1) to (6) and (10).

We will not indemnify You unless

- (1) a certificate of completion has been issued or
- (2) works to such property has been completed and handed over to You.

prior to the date of the Damage.

Change in Temperature

The insurance on each Building, Machinery and Plant and Stock and Materials in Trade item stated in The Schedule, extends to include Damage caused by change in temperature, resulting from total or partial destruction or disablement of refrigerating, electrical or conditioning plant or apparatus, by any Contingency stated as applicable in The Schedule.

Changing Locks

We will indemnify You in respect of the cost of changing locks at The Premises following loss of keys, including safe keys, by theft or attempted theft from

- (1) The Premises
- (2) Your home
- (3) Your directors' homes

- (4) Your authorised Employees' homes.

or while in Your custody or that of an Employee following theft involving violence or threat of violence to You or an Employee.

If the keys belong to a safe they must be

- (i) removed from The Premises overnight
- (ii) kept in a secure place away from the safe when You or an Employee occupy The Premises.

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

Collusion

We will indemnify You in respect of Damage to the Property Insured in The Premises caused by

- (a) theft or attempted theft involving entry into or exit from The Premises by forcible and violent means, or
- (b) theft involving violence or threat of violence to You, Your directors, Your partners or Employees, where any of Your Employees are involved as principal or accessory.

Contract Sale Price

If Stock and Materials in Trade which have been sold but not yet delivered, suffer Damage insured by this Section, and as a result the contract of sale is cancelled under the conditions of sale, Our liability will be calculated on the basis of the contract price for the Stock and Materials in Trade which have suffered Damage.

Any calculation for the purpose of Average will be on the basis of the contract price for all Stock and Materials in Trade which have been sold but not yet delivered, whether suffering Damage or not.

Customers' Goods

Any Stock and Materials in Trade Item(s) stated in The Schedule extends to include

- (1) Your customers' goods
- (2) goods for which Your customers are legally responsible.

Asset Protection Property Damage – Clauses (Continued)

while these goods are temporarily in Your custody or control and for which You have accepted responsibility but only to the extent that they are not more specifically insured.

Debris Removal

Unless a separate item for costs of removal of debris is insured under this Section, the Sum Insured for each item on Buildings, Machinery and Plant and Stock and Materials in Trade in The Schedule, includes costs and expenses You incur with Our consent for

- (1) the removal of debris
 - (2) dismantling
 - (3) demolishing
 - (4) shoring up or propping of those parts.
- of the Property Insured which have suffered Damage.

We will not indemnify You in respect of such costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section
- (3) more specifically insured.

The maximum We will pay for costs and expenses in respect of Stock and Materials in Trade is £25,000.

Description of Property

In determining the item under which property is insured We will accept the description given in Your business records.

Drains

The Sum Insured under each Buildings and/or Machinery and Plant item includes costs and expenses You incur with Our consent for cleaning and/or clearing of

- (1) drains
- (2) sewers
- (3) gutters.

for which You are responsible following Damage to the Property Insured.

Exhibitions

We will indemnify You in respect of Damage insured by this Section to Stock and Materials in Trade and/or Machinery and Plant while

- (1) at any exhibition which does not exceed seven days
 - (2) in the course of demonstration, construction, erection or dismantling at any such exhibition
 - (3) in transit thereto and there from
- in the European Economic Area.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of damage

- (1) caused by or happening through
 - (a) defective or inadequate packing, insulation or labelling
 - (b) evaporation or ordinary leakage
 - (c) delay
 - (d) inadequate documentation
 - (e) shortage in weight.
- (2) occurring outside of the European Economic Area.

Falling Trees

We will indemnify You in respect of

- (i) the cost of removing fallen trees belonging to You or for which You are responsible but only where there has been Damage to property
- (ii) the cost of felling, lopping or pruning trees belonging to You or for which You are responsible at The Premises to prevent the immediate threat of Damage to property or for safeguarding life.

The maximum We will pay in respect of (i) and/or (ii) above is £5,000.

Asset Protection Property Damage – Clauses (Continued)

Fire and Rescue Services Damage

We will indemnify You in respect of costs and expenses incurred in reinstating or repairing landscape gardens and grounds following damage caused by the Fire and Rescue Services or other emergency services equipment or personnel in the course of combating fire.

The maximum We will pay in respect of any one claim is £50,000.

Fire and Security Equipment

We will indemnify You in respect of costs and expenses incurred in

- (1) refilling, recharging or replacing any
 - (a) portable fire extinguishing appliances
 - (b) local fire suppression system
 - (c) fixed fire suppression system
 - (d) sprinkler installation
 - (e) sprinkler heads.
- (2) re-setting fire and/or intruder alarms and/or closed circuit television equipment following Damage insured by this Section.

The maximum We will pay in respect of any one claim is £50,000.

If in relation to any claim under this clause You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must maintain all such equipment in accordance with the manufacturer's instructions.

We will not indemnify You in respect of any costs and expenses recoverable from Your maintenance company or Fire and Rescue Service.

Glass

Where Buildings are insured under this Section We will indemnify You in respect of

- (1) breakage (including the cost of boarding up) of glass at The Premises including
 - (a) the cost of removing and reinstating obstructions to replacing glass
 - (b) the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass.

- (2) breakage of fixed
 - (a) wash hand basins, pedestals, baths, sinks
 - (b) lavatory bowls, bidets, cisterns
 - (c) shower trays, splashbacks.at The Premises.

We will not indemnify You in respect of breakage of glass

- (a) when The Premises are Unoccupied
- (b) in transit or while being fitted
- (c) by workmen carrying out alterations or repairs to The Premises.

The maximum We will pay in respect of any one claim will be the Buildings Sum Insured stated in The Schedule.

Hire Agreement

If the Property Insured by this Section is the subject of hire agreements, We will include the interest of the owners in any indemnity provided by this Section.

You must provide the name of any other interested party in the event of a claim.

Hire Charges – Continuing

We will indemnify You for continuing hire charges for which You are liable under the terms and conditions of the hiring agreement following Damage to hired in equipment covered by this section.

The maximum We will pay is £25,000.

Hire Charges – Temporary Hire

We will indemnify You for any reasonable costs incurred with Our consent for the temporary hire of replacement equipment following damage to equipment covered by this Section.

The maximum We will pay is £10,000.

Asset Protection Property Damage – Clauses (Continued)

Inadvertent Failure to Insure

We will indemnify You in respect of Damage to all property (other than Stock), owned or leased by You, situate in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man where You have

- (1) an obligation to insure but which have been inadvertently left uninsured
and
- (2) agreed to insure all property, owned by You or for which You are responsible to insure, with Us, situate in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man (unless otherwise agreed in writing by Us).

The maximum We will pay in respect of any one location under this clause is £500,000 in respect of any one claim and in the aggregate in respect of all claims in any one Period of Insurance.

We will not indemnify You in respect of

- (1) any property more specifically insured
- (2) any appreciation in value
- (3) any claim where cover is provided under the Capital Additions clause.

You must

- (1) advise Us in writing immediately You become aware of any property inadvertently left uninsured and pay the appropriate premium due from the date Our liability commenced
- (2) carry out, at not less than twelve month intervals, a check of all property owned or leased by You and for which You are responsible to ensure that effective insurance is in force.

Incompatibility of Software or Programs

If Damage to Computer and Electronic Office Equipment results in existing software or programs being incompatible with the replacement Computer and Electronic Office Equipment (as defined in the Basis of Settlement – Reinstatement clause above,) We will, at Our option, indemnify You in respect of either

- (1) the necessary modifications to the replacement Computer and Electronic Office Equipment,
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Computer and Electronic Office Equipment, and the cost of replacing incompatible Data Carrying Materials where necessary.

The maximum We will pay for any or all claims arising out of one cause is £25,000 or the Sum Insured specified in The Schedule.

Lamps, Signs and Nameplates

We will indemnify You in respect of Damage to

- (1) lamps
- (2) signs
- (3) nameplates.

at The Premises.

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

Machinery Re-erection Costs

The Sum Insured for each Machinery and Plant item extends to include the cost of re-erecting machinery following Damage insured by this Section.

Metered Services

We will indemnify You for charges for which You are responsible if water, electricity or gas is accidentally discharged from a metered system providing service to The Premises.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of any charges incurred while The Premises are Unoccupied.

Munitions of War

Policy Exceptions 1 (a) and (c) will not apply in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war or parts thereof, at or within one mile of the boundary of The Premises, provided that the presence of such munitions does not result from a state of war current at the time of the Damage.

Asset Protection Property Damage – Clauses (Continued)

Non-invalidating

The insurance by this Section will not be invalidated by any act, omission or alteration, either unknown to You or beyond Your control, which increases the risk of Damage.

However, You must

- (1) notify Us immediately You become aware of any such act, omission or alteration and
- (2) pay any additional premium We require.

Professional Fees

Unless a separate item for professional fees, and reasonably incurred with Our consent, is insured under this Section, the Sum Insured for each item on Buildings and Machinery and Plant includes an amount for professional fees, necessarily and reasonably incurred with Our consent, in reinstating or repairing the Property Insured, following Damage insured by this Section.

We will not indemnify You in respect of fees

- (1) more specifically insured
- (2) incurred in preparing a claim.

Seasonal Increase

The Sum Insured for each item of Stock and Materials in Trade in The Schedule is increased by 25% or £500,000, whichever is the lower, during the months of November, December and January or for any other period selected by You and stated in The Schedule.

Services

Where Buildings are insured under this Section or You are liable as a tenant, We will indemnify You in respect of Damage to service pipes and cables, including their associated meters and instruments, which connect The Premises to the public mains.

Subrogation

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

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

as defined within the relevant legislation current at the time of Damage.

Temporary Removal

We will indemnify You in respect of Damage to the Property Insured at The Premises only except for

- (1) documents, manuscripts, business books, Data Storage Materials, plans and designs and
- (2) Stock and Materials in Trade.

while temporarily removed for cleaning, renovation or repair or similar purposes

- (1) to another part of The Premises
- (2) to any other premises in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including whilst in transit by road, rail or inland waterway.

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

- (1) 10% of the item Sum Insured specified in The Schedule or
- (2) £250,000.

whichever is the lower.

We will not indemnify You in respect of

- (a) property more specifically insured
- (b) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use
- (c) property removed for more than 90 consecutive days unless We agree a longer period in writing.

Asset Protection Property Damage – Clauses (Continued)

Theft Damage to Buildings

Where Buildings are insured under this Section, We will indemnify You in respect of Damage to such Buildings including landlords' fixtures and fittings at The Premises caused by theft or attempted theft not involving entry into or exit from The Premises by forcible and violent means.

We will not indemnify You in respect of Damage

- (a) caused to any property other than buildings and landlords' fixtures and fittings
- (b) caused by any person lawfully on The Premises
- (c) while The Premises are Unoccupied
- (d) more specifically insured by You or on Your behalf.

The maximum amount We will pay is £30,000 for any one claim and in any one Period of Insurance.

Trace and Access

We will indemnify You in respect of reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage and

- (2) any repairs directly arising from (1).

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

The maximum We will pay in respect of any or all claims in any one Period of Insurance is £25,000.

Trade Samples

We will indemnify You in respect of Damage to trade samples whilst anywhere in the European Economic Area including while in transit thereto and therefrom.

The maximum We will pay is

- (1) £500 in respect of any one item and
- (2) £10,000 for any one claim.

Transfer of Interest

If at the time of Damage to a Building insured under this Section You have entered into a contract to sell Your interest in it but

- (1) the contract has not yet been completed and
- (2) the building has not yet been insured by or on behalf of the purchaser.

We will indemnify the purchaser to the extent that this Section insures the Building if the purchase is subsequently completed.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

Undamaged Tenants Improvements to Tenants Improvements Items on The Schedule

Where Tenants Improvements are insured on The Schedule We will indemnify You in respect of loss sustained in respect of undamaged Tenants Improvements when Your lease is cancelled by the lessor and in consequence of a valid condition of Your lease following Damage to Buildings or Machinery Plant and All Other Contents.

Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the Cover.

Asset Protection Property Damage – Additional Clauses

Property Damage Additional Clauses

The following Additional Clauses apply to the Property Damage – All Risks Section if stated as applying 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) the 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 reduction in value of the Property Insured.

The Sum Insured under each item other than items applying solely to professional fees, rent, and removal of debris, is separately subject to Average. See Condition (1).

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 this Section or The Schedule.

Day One Basis of Settlement

For each Item of Property Insured to which this clause applies (as stated in The Schedule).

- (1) The first and annual premiums are based upon the Declared Value as stated in The Schedule.

Declared Value shall mean

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Settlement – Reinstatement Clause at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- (a) the additional cost of reinstatement to comply with

- (i) European Union Legislation
- (ii) Act of Parliament
- (iii) Bye laws of any public authority

- (b) professional fees

- (c) debris removal costs.

The Declared Value incorporated in each Item is stated in The Schedule.

- (2) You must notify Us of the Declared Value at the start of each Period of Insurance.

If You fail to notify Us of the Declared Value at the start of any Period of Insurance, We will use the last Declared Value notified to Us for the following Period of Insurance.

- (3) Paragraphs (5) and (6) of the Basis of Settlement – Reinstatement are restated as follows

- (5) if, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph (1) of this Clause, at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Clause.

- (6) We will not indemnify You

- (a) until You have incurred the cost of replacing or repairing the property
- (b) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement
- (c) if You do not comply with any of the provisions of this Clause.

However the Sums Insured will be limited to 108% of the Declared Values stated in The Schedule.

- (4) The maximum We will pay in respect of each separate location subject to this Clause is as stated in The Schedule.

Asset Protection Property Damage – Additional Clauses (Continued)

Deductible

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

We may charge You an additional premium if You arrange insurance in respect of the deductible.

Disappearance

If in relation to any claim for Damage as a result of disappearance whilst the Property Insured is removed from Your premises You have failed to fulfil the following condition You will lose the right to indemnity or payment for that claim.

You must ensure that an inventory is made of all Property Insured removed from the Premises. This inventory must be kept for a minimum of 6 months following the return of the Property Insured to the Premises.

European Union and Public Authorities – including Undamaged Property and Automatic Sprinkler Installations

Paragraph (3) of the Basis of Settlement – Reinstatement clause contained in the Property Damage – Clauses is deleted and replaced by the following:

- (3) (a) (1) and (2) above includes the costs necessary to comply with any
- (i) European Union Legislation
 - (ii) Act of Parliament
 - (iii) Bye laws of any public authority.
- (b) where We require You to comply with current LPC Rules for Automatic Sprinkler Installations, the additional cost of reinstating water supply equipment which
- (i) conformed to previous LPC Rules
 - (ii) conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

However, the maximum We will pay will not exceed in total

- (a) in respect of Property Insured which has suffered Damage, the Sum Insured
- (b) in respect of undamaged portions of Property Insured, other than foundations, 15% of the amount We would have been liable to pay if the Property Insured by the item at The Premises where Damage occurred had been completely destroyed.

We will not indemnify You in respect of

- (1) the costs incurred
 - (a) for Damage not insured by this Section
 - (b) where notice was served on You before the Damage occurred
 - (c) where an existing requirement must be completed within a stipulated period.
- (2) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

Exclusion of Theft

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

Waiver of Average (RICS)

Where you

- (1) Have taken all reasonable steps to ensure that The Building(s) item Sum Insured is adequate and
- (2) Have obtained a valuation of The Building(s), that has been calculated as the cost of reinstating The Building(s) as defined within the Policy Definitions including debris removal costs and associated professional fees, from a Royal Institute of Chartered Surveyors professional or such other person agreed by Us within the three years prior to the date of the Damage and

Asset Protection Property Damage – Additional Clauses (Continued)

- (3) Have adjusted the Sum Insured in line with the valuation
and
- (4) Have made annual adjustments of the Sum Insured based on the General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors or alternative index as may be agreed by Us in writing.

Then if at the time of Damage You provide Us with a copy of the valuation no adjustment will be made under either the Condition of Average or paragraph (4) of the Basis of Claims Settlement – Reinstatement clause.

Asset Protection Property Damage – Additional Conditions

Additional Conditions

The following Additional Conditions apply to the Property Damage – All Risks Section if shown in The Schedule and in addition to the Conditions contained in this Section and Policy Conditions at the back of this policy.

Waste Storage and Removal (Weekly)

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

- (1) Any oil, grease or flammable solvent contaminated rags, wipes and cleaning cloths within the buildings, must be
 - (a) kept in metal receptacles with closed metal lids
and
 - (b) removed from the buildings at the end of each working week.
- (2) All combustible waste materials (including trade waste, refuse, sawdust, shavings and recyclable materials), must be
 - (a) removed from floors, work surfaces and under or on machinery, at the end of each working day or shift and kept in bags, bins or cages
and
 - (b) removed from the buildings at the end of each working week.
- (3) All such rags, wipes, cleaning cloths, and combustible waste materials stored outside of the buildings, must be
 - (a) kept in waste storage skips, containers or bins with lids (including “wheelie or Euro” bins) and sited in a designated waste storage area at least 10 metres away from any building and secured in place by a proprietary fixing system or a padlock and chain,
or

- (b) in metal skips, containers or bins with metal lockable lids, with such skips, containers or bins securely locked outside of business hours, and sited at least four metres away from any building and secured in place by a proprietary fixing system or a padlock and chain.

- (4) All such rags, wipes and cleaning cloths, must be kept in separate skips, containers or bins from combustible waste materials.
- (5) All such, rags, wipes, cleaning cloths and combustible waste materials stored outside of the buildings must be removed from The Premises at least once a month.

Waste Storage and Removal (Daily)

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

- (1) Any oil, grease or flammable solvent contaminated rags, wipes and cleaning cloths within the buildings, must be
 - (a) kept in metal receptacles with closed metal lids
and
 - (b) removed from the buildings at the end of each working day or shift.
- (2) All combustible waste materials (including trade waste, refuse, sawdust, shavings and recyclable materials), must be
 - (a) removed from floors, work surfaces and under or on machinery, at the end of each working day or shift and kept in bags, bins or cages
and
 - (b) removed from the buildings at the end of each working day or shift.

Asset Protection Property Damage – Additional Conditions (Continued)

- (3) All such rags, wipes, cleaning cloths, and combustible waste materials stored outside of the buildings, must be
 - (a) kept in waste storage skips, containers or bins with lids (including “wheelie or Euro” bins) and sited in a designated waste storage area at least 10 metres away from any building and secured in place by a proprietary fixing system or a padlock and chain,
or
 - (b) in metal skips, containers or bins with lockable lids, with such skips, containers or bins securely locked outside of business hours, and sited at least four metres away from any building and secured in place by a proprietary fixing system or a padlock and chain.
- (4) All such rags, wipes and cleaning cloths, must be kept in separate skips, containers or bins from combustible waste materials.
- (5) All such, rags, wipes, cleaning cloths and combustible waste materials stored outside of the buildings must be removed from The Premises at least once a week.

Firebreak Doors and Shutters

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) close and secure all firebreak doors and shutters outside of business hours
- (2) keep all firebreak doors and shutters in efficient working order.

Portable Space Heaters

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) not place portable space heaters
 - (i) where they are liable to be overturned or suffer mechanical damage
 - (ii) where flammable atmospheres exist
 - (iii) on combustible surfaces
- (2) keep portable space heaters clear of combustible materials
- (3) maintain a clear space of at least one metre around portable space heaters by using a non-combustible guard
- (4) not refill portable space heaters while alight nor for a period of 30 minutes after the heater has been switched off
- (5) switch off all portable space heaters when The Premises are unattended.

Premises Inspection

If in relation to any claim for Damage to the Property Insured by fire 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) examine those parts of The Premises for which You are responsible including any designated smoking area for any smoking/smouldering materials at the close of each working day or at the end of each 24 hour period of consecutive trading hours should The Premises remain permanently operational
 - (i) the buildings
 - (ii) any designated smoking areafor any smoking/smouldering materials at the close of each working day
- (b) extinguish any smoking/smouldering materials found and place them in metal receptacles
- (c) remove the contents of such receptacles at the end of the working day or shift where present
- (d) maintain a daily log of examinations to be retained for a period of at least 12 months
- (e) carry out a weekly management check on the daily log of examinations.

Asset Protection Property Damage – Additional Conditions (Continued)

Cooking Equipment

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion, You have failed to fulfil any of the following conditions, You will lose your right to indemnity or payment for that claim.

Where Cooking Equipment is located within The Premises

- (1) all Cooking Equipment must be installed, operated and maintained in accordance with the manufacturers' instructions
- (2) all Deep Frying Equipment must be fitted with a thermostat which prevents the temperature of fat or oil exceeding 205 degrees Centigrade (401 degrees Fahrenheit)

Where a separate high temperature safety thermostat is fitted, this must be set to a temperature of no greater than 230 degrees Centigrade (450 degrees Fahrenheit)

- (3) all Cooking Equipment including flues and extract system ducting, must be kept from contact with and not in close proximity to combustible material including any such material within or forming part of the building
- (4) all extraction hoods, canopies, canopy exhaust plenums, filters and grease traps must be thoroughly cleaned over their entire internal and external areas by the removal of all greasy and oily deposits and other waste materials at least every month
- (5) the entire internal area of all flues and extract system ducting, including extraction motors and fans must be thoroughly cleaned by a competent person, with the removal of all greasy and oily deposits and other waste materials, at least every six months
- (6) a written record of all such cleaning including details of any contractors employed together with invoices for such work must be kept at an alternative premises and retained for a period of at least 12 months
- (7) If the entire internal area of all flues and extract system ducting, including extraction motors

and fans, have not been so cleaned within six months prior to the inception of this insurance or the addition of this condition, then they must be so cleaned within 30 days of the inception of this insurance or the addition of this condition, and at least every six months thereafter

- (8) suitable fire extinguishers and/or blankets must be kept in the frying and cooking area and staff are trained how to use them
- (9) no Cooking Equipment must be left unattended while the heat source is operating nor for a period of 20 minutes after the heat source has been switched off
- (10) no Cooking Equipment using fats, oils or coals must be left unattended for a period of 20 minutes after the heat source has been switched off
- (11) all Cooking Equipment including flues and extraction system ducting must be constructed of non combustible materials.

For the purpose of this condition,

Cooking Equipment means all cooking and frying equipment including Deep Frying Equipment. Deep Frying Equipment means equipment used for frying by immersing in fat or oil.

Unoccupied Premises

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

You must

- (1) carry out internal and external inspections of the buildings at least every seven days
 - (i) maintain a weekly log of such inspections to be retained for a period of at least 12 months
 - (ii) as soon as possible, repair, or arrange to repair, any damage or defects found including the removal of graffiti
 - (iii) carry out a monthly management check of the weekly inspections log.

Asset Protection Property Damage – Additional Conditions (Continued)

- (2) remove all loose combustible items, including furniture, pallets, mail/flyers, waste, refuse, stock and materials in trade, and gas bottles, either within or outside the buildings, from The Premises
- (3) securely lock all external doors, close and secure all windows, and secure and seal all letter boxes and openings
- (4)
 - (a) turn off all sources of power, fuel and water at the mains and wherever possible, chain and padlock the isolation valves,
 - (b) drain all water and fuel supply tanks, apparatus and pipes.

However, where the buildings are protected by

- (i) an Intruder Alarm, CCTV or Fire Detection System You must provide sufficient power for their effective operation
 - (ii) a sprinkler installation, You must provide sufficient power or water supplies for its effective operation and sufficient heat to prevent it freezing.
- (5) advise Us immediately if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.

Automatic Sprinkler Systems – Parts A, B and C

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

When a discount has been allowed in consideration of an automatic sprinkler installation if You have failed to fulfil any of the following conditions, the discount may be removed and an additional premium charged to You.

Part A

You must

- (1) give Us advance notice, in writing, if any part of the system is to be altered, repaired or rendered inoperative
- (2) tell Us immediately by telephone or facsimile in the event of any emergency and take precautions as advised by Us
- (3) allow Us to have access to The Premises at all times to inspect or witness the testing of the system.

Part B

You must carry out

- (1) the following tests, checks or inspections at weekly intervals and promptly rectify any defects, faults or shortcomings revealed by such tests, checks and inspections
 - (a) a test of each installation alarm gong, recording the time taken for the alarm to sound
 - (b) an inspection to ensure that all
 - (i) installation main stop valves
 - (ii) incoming water supply stop valves
 - (iii) subsidiary stop valvesare fully opened and secured by means of a suitable strap and padlock.
- (2) a test to establish the condition of
 - (a) the circuit between the alarm switch and the control unit
 - (b) the connection with the
 - (i) public fire station or
 - (ii) alarm receiving centre or
 - (iii) public fire brigade control

Asset Protection Property Damage – Additional Conditions (Continued)

Where the circuit is not continuously monitored these tests must be carried out each working day.

- (c) the batteries.

A maintenance contract and a half yearly inspection of this signalling system must be kept in force with approved engineers.

- (3) a check of any alternate or dry installation valves for correct air pressure and settings, including
 - (a) accelerators
 - (b) exhausters
 - (c) air compressors
 - (d) ancillary valves.
- (4) a test of the automatic, and where provision has been made, the manual starting of the sprinkler water supply pump(s) ensuring that any diesel driven pump(s) is allowed to run for a period of not less than 30 minutes.
- (5) a check of the electrically driven pump(s) to ensure that all
 - (a) isolators are correctly set
 - (b) circuit breakers are correctly set
 - (c) electrical supply phase indicators are illuminated.
- (6) a check of all the diesel driven pump(s)
 - (a) engine oil level
 - (b) fuel tank content
 - (c) internal coolant circuits
 - (d) battery electrolyte level
 - (e) battery charger
 - (f) oil hoses
 - (g) water hoses
 - (h) oil coolers
 - (i) exhaust systems

- (j) turbo chargers
- (k) drive belt tensions.

Where replenishment or rectification is required this shall be carried out immediately on conclusion of the tests.

- (7) (a) a check of the
 - (i) air pressure tank water level
 - (ii) air pressure
- (b) a test of the air and water charging equipment.
- (8) a check
 - (a) of the water storage tank(s) water level
 - (b) of the automatic refilling mechanism
 - (c) that incoming supply valves are correctly set
 - (d) that incoming supply valves are functional and that any frost precautions are in operation.

Part C

You must display prominently at each sprinklered storage area a notice of the terms agreed with Us which specifies

- (1) the description of goods which may be stored
- (2) the type of storage
- (3) the maximum height of storage
- (4) the minimum permitted clearance between goods stored and the sprinkler deflectors.

and comply with the terms of the notice.

Visible Signs

We will not indemnify You in respect of Damage caused by theft or attempted theft unless there are visible signs of entry into or exit from The Premises by forcible and violent means.

Asset Protection Electronic Equipment

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.

Accident

- (1) Damage which is insured under this Section.
- (2) Prevention of access.
- (3) The accidental failure or fluctuation of Your supply of electricity at the terminal point of Your supplier's feed to The Premises from any cause which is not specifically excluded.
- (4) The accidental failure of the internal distribution wiring within The Premises for supply of electricity from the terminal point of Your supplier's feed to the Equipment from any cause which is not specifically excluded.
- (5) Damage to Data contained in Data Carrying Materials and fixed disks resulting from an identifiable cause which is discovered during the Period of Insurance.

Areas of Unrest

Any country or area within a country which the Foreign and Commonwealth Office advises against travel to, including where advice is against travel unless on essential business.

Damage

Accidental loss, destruction or damage.

Data Carrying Materials

Current and back-up

- (1) disks
- (2) tapes
- (3) other materials.

incorporating stored programs or data.

We will not indemnify You for fixed disks and paper records.

Equipment

Equipment as specified as insured in The Schedule which belongs to You or for which You are responsible including Data Carrying Materials and Portable Equipment.

We will not indemnify You for property which is more specifically insured.

Indemnity Period

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

Maximum Indemnity Period

The number of months stated in The Schedule.

Portable Equipment

Equipment used away from The Premises.

Prevention of Access

- (1) Damage to property which is within three miles of the boundary of The Premises
or
- (2) the exercise by any public or police authority of its powers for the sole purpose of safeguarding life or property due to an emergency event within three miles of the boundary of The Premises.

which prevents You gaining access to the property or using the Equipment.

Damage to Equipment Cover

We will indemnify You in respect of Damage to the Equipment occurring during the Period of Insurance at The Premises or otherwise as described in The Schedule.

The maximum We will pay in any one Period of Insurance will be the Sum Insured on the item and any additional sums stated by a clause.

Asset Protection Electronic Equipment (Continued)

Clauses

The following clauses apply to Damage to Equipment.

Additional Equipment

We will indemnify You in respect of Damage to additional Equipment acquired in the Period of Insurance.

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

- (1) 25% of the Total Sum Insured specified in The Schedule under Damage to Equipment,
or
- (2) £250,000.

whichever is the lower.

You must provide Us with details of such additional Equipment as soon as possible and specifically insure such property with Us from the date Our liability commenced for an agreed additional premium.

Additional Interests

Where the Equipment is the subject of hire purchase lease or other agreements the interest of those other parties to these agreements is noted under this policy. The nature and extent of such interests must be disclosed to Us in the event of any Damage.

Anti-Theft Devices

When Damage occurs to any anti-theft device which is permanently fitted to the Equipment We will indemnify You in respect of the costs incurred to replace or repair the device.

The maximum We will pay in respect of any one claim is £25,000.

Basis of Settlement other than for Hired In Equipment

In the event of Damage to the Equipment which is owned by or leased to You We will calculate the amount We will pay for any claim as follows.

Where the Equipment

- (a) cannot be repaired economically We pay for its replacement with Equipment of similar capacity and specification to that of the damaged Equipment when new but not of better or higher specification. If Equipment of a similar capacity is unavailable then We will pay for Equipment with the next highest capacity
- (b) is repaired it will be 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 Equipment had been completely destroyed.

- (c) (a) and (b) above includes the costs necessary to comply with any
 - (1) European Union legislation
 - (2) Act of Parliament
 - (3) Byelaws of any public authority.

We will not indemnify You in respect of

- (a) costs incurred
 - (i) where notice was served on You before the Damage occurred
 - (ii) where an existing requirement must be completed within a stipulated period
 - (iii) for Equipment which has not suffered Damage
 - (iv) for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage.
- (b) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

The work of reinstatement

- (1) may be carried out on another site and in a manner suitable to Your needs, but this must not increase Our liability

Asset Protection Electronic Equipment (Continued)

- (2) must begin and be carried out as quickly as possible.

We will not make any payment under this clause

- (1) until replacement or repair costs have actually been incurred
- (2) if You do not comply with any of the terms of this clause.

If, for any reason, a payment cannot be made in accordance with the provisions of this clause, the basis of claim settlement will be as stated in the Contract of Insurance at the front of this policy.

Basis of Settlement for Hired In Equipment

In the event of Damage to the Equipment which is on hire by You We will indemnify You for Your legal liability under the contract of hire for compensation in respect of Damage to Equipment.

The maximum We will pay in respect of any one claim is the Sum Insured stated in The Schedule.

Breakdown Cover

Provided that the Equipment is subject to a contract providing on-call remedial or corrective maintenance which includes the cost of parts and labour.

We will indemnify You in respect of Damage to the Equipment resulting from the actual breaking distortion or electrical burn-out of any part of the Equipment whilst in use arising from defects in the Equipment which requires repair or replacement before normal working of the Equipment can resume.

We will not indemnify You in respect of Damage which is recoverable under any maintenance agreement or guarantee. Exception (1) (a) under Damage to Equipment is deleted.

Debris Removal

We will indemnify You in respect of the costs incurred in the removal of Equipment which has suffered Damage under this Section.

The maximum We will pay in respect of any one claim is £50,000.

Hire Charges – Continuing

We will indemnify You for continuing hire charges for which You are liable under the terms and conditions of the hiring agreement following Damage to hired in equipment covered by this section.

The maximum We will pay is £25,000.

Hire Charges – Temporary Hire

We will indemnify You for any reasonable costs incurred with Our consent for the temporary hire of replacement equipment following damage to equipment covered by this Section.

The maximum We will pay is £10,000.

Incompatibility of Software or Programs

Where Damage to Equipment results in the existing software or programs being incompatible with the replacement Equipment We will at Our option indemnify You in respect of either

- (1) necessary modifications to the replacement Equipment,
or
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Equipment and necessary cost of replacing incompatible Data Carrying Materials.

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

- (1) the Total Sum Insured specified in The Schedule under Damage to Equipment,
or
- (2) £50,000.

whichever is the lower.

Loss Avoidance Measures

We will indemnify You in respect of any costs necessarily and reasonably incurred by You to avoid or reduce impending Damage provided that

- (1) the impending Damage does not arise from any reasonably foreseeable or gradually developing

Asset Protection Electronic Equipment (Continued)

cause and We are satisfied that Damage has been avoided or reduced as a result of the measures taken

- (2) the policy terms exceptions and conditions will apply as if Damage had occurred.

The maximum We will pay in respect of any one claim is £25,000.

Non-invalidations

The insurance by this Section will not be invalidated by any act, omission or alteration either unknown to You or beyond Your control which increases the risk of Damage.

However, You must

- (1) notify Us immediately You become aware of any such act, omission or alteration and
- (2) pay any additional premium We require.

Repair Investigation Costs

When agreed by Us We will indemnify You in respect of any repair investigation costs including consulting engineer fees necessarily and reasonably incurred in the repair or replacement of Equipment provided Damage has occurred.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of the costs of preparing a claim.

Software or Programs

We will indemnify You in respect of the cost of reinstating software or programs arising from erasure, distortion or corruption occurring during and identified during the Period of Insurance and resulting from an identifiable event.

Temporary Removal

We will indemnify You in respect of Damage to the Property Insured at The Premises while temporarily removed for cleaning, renovation or repair or similar purposes

- (1) to another part of The Premises
- (2) to any other premises in England, Wales Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including whilst in transit by road, rail or inland waterway.

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

- (1) 10% of the item Sum Insured specified in The Schedule or
- (2) £250,000

whichever is the lower.

We will not indemnify You in respect of

- (a) property more specifically insured
- (b) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use
- (c) property removed for more than 90 consecutive days unless We agree a longer period in writing.

Temporary Repair and Expediting Costs

We will, at Our option, indemnify You in respect of the additional costs necessarily and reasonably incurred in making temporary repairs or accelerating repairs in the event of Damage to the Equipment insured under this Section.

The maximum We will pay in respect of any one claim is £50,000.

Unattended Vehicle

We will indemnify You in respect of Damage to Equipment whilst removed from The Premises as stated in The Schedule.

The maximum We will pay in respect of any one claim is the Sum Insured specified in the Schedule for Damage to Property Insured from theft or malicious damage when left in an unattended vehicle is as follows:

- (i) £60,000 if the vehicle is fitted with a Thatcham approved alarm and immobiliser

Asset Protection Electronic Equipment (Continued)

which is fully operational at the time of the Damage

- (ii) £30,000 if the vehicle is fitted with any other alarm and immobiliser which is fully operational at the time of the Damage
- (iii) £15,000 if the vehicle is not fitted with an alarm and immobiliser as above or if such alarm and immobiliser are not fully operational at the time of the Damage

In respect of any vehicle left unattended between the hours of 9.00pm and 6.00am, unless kept in a locked building of substantial construction or guarded security park, the Excess stated in the Schedule is amended to 10% of the cost of any Damage subject to a minimum of:

- (i) £250 where the total cost of Damage is less than £5,000
- (ii) £1,000 where the total cost of Damage is between £5,000 and £15,000
- (iii) £2,500 where the total cost of Damage is between £15,000 and £30,000
- (iv) £5,000 where the total cost of Damage is greater than £30,000

If in relation to any claim for Damage caused by theft or attempted theft 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 while Equipment is

- (1) left in any Unattended Vehicle
 - (a) the vehicle is securely locked, its keys, key card or remote control transmitter are removed, all windows are securely closed and all security devices to protect the vehicle are set to operate.
 - (b) the Equipment is
 - (i) concealed from view.
 - (ii) stored in the boot or under the parcel shelf where such facilities are available.
- (2) in transit by air it is carried as hand luggage.

- (3) in transit by ship or ferry and not in use, it is kept in a securely locked cabin or vehicle aboard such vessel.

In the event of Damage under this Clause where there is also Damage under the Property Damage – Additional Contingencies – Property Away from The Premises the above limits of indemnity and Excess will apply in the aggregate.

Virus Seek and Destroy Costs

We will indemnify you in respect of costs necessarily and reasonably incurred by You to locate and remove a detectable Virus or Similar Mechanism contained in any Equipment or Data Carrying Materials.

The maximum We will pay in respect of any one claim is £25,000.

Waste Electrical and Electronic Equipment Disposal Costs

We will indemnify You in respect of any costs necessarily and reasonably incurred by You in complying with the Waste Electrical and Electronic Equipment Regulations in respect of Equipment following Damage insured under this Section.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of costs that You accept responsibility for as part of a contract to purchase new Equipment.

Exceptions

The following exceptions apply to Damage to Equipment in addition to the Section Exceptions at the end of this Section and the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

- (1) Damage caused by or consisting of gradual deterioration or wear and tear or gradually developing defects.

However, We will indemnify You for any subsequent Damage which results from a cause not otherwise excluded.

Asset Protection Electronic Equipment (Continued)

- (2) light sources, fuses, non-rechargeable batteries, filters and items which require periodic replacement
- (3) loss of use of the Equipment or other consequential loss or liability
- (4) the cost of reinstating data
- (5) the Excess.

Conditions

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

Average

If at the time of Damage the Sum Insured plus the value of any Equipment insured under the Additional Equipment Clause is less than 85% of the total new replacement value of Equipment You will

- (1) be responsible for the difference
- (2) bear a proportionate part of the loss.

Increased Cost of Working Cover

We will indemnify You in respect of any additional expenditure You necessarily and reasonably incur to avoid or reduce interruption to or interference with The Business at The Premises during the Indemnity Period as a result of an Accident which occurs during the Period of Insurance.

The maximum We will pay will not exceed

- (1) in respect of any one loss arising from Prevention of Access, £50,000 or the Sum Insured if lower
- (2) in any one Period of Insurance in respect of
 - (a) any loss arising from a Virus or Similar Mechanism
 - (i) the Sum Insured specified in The Schedule,
 - or

- (ii) £50,000
- whichever is the lower.

- (b) any other loss, the Sum Insured specified in The Schedule and any additional sum stated by a clause.

Clauses

The following clauses apply to the Increased Cost of Working

Additional Rental Charge

We will indemnify You in respect of the additional costs of a new lease or hire contract for similar Equipment which replaces any lease or hire contract in force at the time of the Accident.

The maximum period for which We will provide indemnity is two years commencing from the date of the Accident.

The maximum We will pay in respect of any one claim is £25,000.

Auditors and Professional Accountants

The Sum Insured specified in The Schedule includes an amount for Your auditor's and professional accountant's reasonable charges for

- (1) producing information We require to investigate a claim,
- and
- (2) confirming that information is in accordance with
 - (a) Your business books, documents or records,
 - and
 - (b) any other relevant business books, documents or records.

Payments on Account

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

Asset Protection Electronic Equipment (Continued)

Exceptions

The following exceptions apply to Increased Cost of Working Damage to Equipment in addition to the Section Exceptions at the end of this Section and the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

- (1) the cost of reinstating data or programs
- (2) interruption to or interference with The Business during the first 24 hours following the Accident
- (3) interruption or interference with The Business as a result of Prevention of Access lasting less than 12 hours.

Conditions

Increased Cost of Working is subject to the Section Conditions at the back of this Section and the Policy Conditions at the back of this policy.

Reinstatement of Data Cover

We will indemnify You in respect of the necessary and reasonable costs of reinstating data contained in Data Carrying Materials and fixed disks resulting from Damage from an identifiable cause which is discovered during the Period of Insurance.

The maximum We will pay in any Period of Insurance will not exceed in respect of

- (1) any loss arising from a Virus or Similar Mechanism
 - (a) the Sum Insured specified in The Schedule, or
 - (b) £50,000,whichever is the lower.
- (2) any other loss the Sum Insured specified in The Schedule.

Clauses

The following clauses apply to Reinstatement of Data.

Incompatibility of Data

Where Damage to the Equipment results in the existing data being incompatible with the replacement Equipment We will indemnify You in respect of the cost of conversion of the existing data into a format which is compatible with the replacement Equipment.

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

- (1) the Sum Insured specified in The Schedule under Reinstatement of Data, or
 - (2) £50,000,
- whichever is the lower.

Payments on Account

Claims payments on account may be made to You, if required.

Research And Development Costs

We will indemnify You against the cost of re-writing data processing research and development projects to the stage reached immediately prior to the occurrence of the Damage.

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

- (1) the Sum Insured specified in The Schedule under Reinstatement of Data, or
 - (2) £25,000,
- whichever is the lower.

We will not indemnify You in respect of any benefit to You which would have been obtained from the completion of the project had the Accident not occurred.

Asset Protection Electronic Equipment (Continued)

Exceptions

The following exceptions apply to Reinstatement of Data in addition to the Section Exceptions at the end of this Section and the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

- (1) (a) loss of
- (b) loss of use of
- (c) inaccessibility of
- data or programs arising from pre-existing faults in or the unsuitability of programs or computer systems software.
- (2) the Excess.

Conditions

Reinstatement of Data is subject to the Section Conditions at the back of this Section and the Policy Conditions at the back of this policy booklet.

Clauses

The following Clause applies to Reinstatement of Data.

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 the additional premium required to reinstate the Sums Insured.

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 or interruption to or interference with The Business caused by
 - (a) Your wilful act or wilful neglect.

- (b) wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation.

However We will indemnify You for any subsequent Damage resulting from such cause not otherwise excluded.

- (2) Increased Cost of Working or Reinstatement of Data resulting from any accidental failure of Your electricity supply, caused by
 - (a) a deliberate act of any supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply authority's system.
 - (b) the exercise of any supply authority's power to withdraw or restrict supply or services.
 - (c) industrial action.
- (3) Damage or interruption to or interference with The Business caused when the Equipment is hired out.
- (4) Damage or interruption to or interference with The Business caused by or contributed to or arising from
 - (a) any test, experiment or routine inspection.
 - (b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent.
- (5) Damage caused by or contributed to or arising from
 - (a) disappearance.
 - (b) unexplained or inventory shortage.
- (6) any loss or Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland

Asset Protection Electronic Equipment (Continued)

- (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 of 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

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.

Conditions

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

(1) Data Backup

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

You must store data, software or programs and maintain adequate backup copies by backing up

- (a) the original disks or media and storing in a fire resistant data safe or in a secure location away from The Premises.
- (b) all data produced by the software or programs no less than once a day or any other period agreed by Us. The integrity of any data backup must be validated using operating system routines or checks produced by the software supplier.

(2) Firewall

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

You will ensure that any Equipment that is connected to the internet is protected by a suitable firewall which is regularly maintained and in full and effective operation at the time of a loss.

(3) Our Rights

If Damage occurs which may lead to a claim We may

- (1) enter or take possession of the building or The Premises
- (2) take possession of, or require to be delivered to Us, Equipment which We will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not pay for Damage if You or anyone acting on Your behalf

- (1) do not comply with Our requirements.
- (2) hinder or obstruct Us.

You are not entitled to abandon Equipment to Us.

Asset Protection Electronic Equipment (Continued)

(4) Prevention of Loss

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

You must

- (a) maintain the Equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent Damage to the Equipment or loss of data or programs.

(5) Suspension of Cover

We may suspend cover by notice in writing to You until any requirement We have stipulated has been completed by You. Cover will only be reinstated following written notice by Us.

If cover is suspended We will refund a proportionate part of the premium.

(6) Virus

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

You must install suitable virus protection software and ensure that it is

- (a) updated at intervals of at least once a month,
and
- (b) in full and effective operation at the time of a loss.

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.

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.

Asset Protection Money and Assault (Continued)

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 forin 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.

Conditions

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

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

- (1) 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
 - (a) over £2,500 up to £5,000 by at least 2 persons
 - (b) over £5,000 up to £8,000 by at least 3 persons
 - (c) over £8,000 up to £12,000 by at least 4 persons
 - (d) over £12,000 as stated in The Schedule
- (2) private transport or taxis are used for amounts of Money in transit greater than £2,500 where the distance exceeds one mile.

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

Asset Protection Money and Assault (Continued)

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.
- (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 the Money Section if shown in the Schedule and in addition to the Conditions contained in this Section and the Policy Conditions at the back of this policy.

Security Company Exception

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

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

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

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.

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.

Asset Protection Money and Assault (Continued)

- (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) irrecoverablefor 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
 - (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.

Asset Protection Money and Assault (Continued)

(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.

Asset Protection Property Damage, Electronic Equipment and Money

Additional Conditions

The following Additional Conditions apply to these Sections if shown in The Schedule and in addition to the Conditions contained in these Sections and Policy Conditions at the back of the policy.

Intruder Alarm Condition

Where the Company have required an Intruder Alarm to be installed or if an Intruder Alarm is already installed on the Premises, if in relation to any claim for Damage to the Property Insured caused by defined contingencies (1) (3) (6) (12) and (14) at The Premises You have failed to fulfil any of the 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.

- (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

Asset Protection Property Damage, Electronic Equipment and Money

Additional Conditions (Continued)

- (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 and
 - (b) 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) 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.

You must ensure that in respect of all those parts of The Premises occupied by You in connection with The Business

Asset Protection Property Damage, Electronic Equipment and Money

Additional Conditions (Continued)

- (1) all hinged single leaf doors used as final exit doors are secured as follows
 - (a) timber framed doors – by a lock certified as meeting BS3621 and which if it is a mortice lock has a corresponding boxed striking plate.
 - (b) aluminium framed doors – by a five pin cylinder mortice swing lock.
 - (c) plastic framed doors – by a multi-point lock assembly certified as meeting PAS 3621 or a multi-point fastening device comprising at least three moving fastening points operated by a central handle secured by a five pin cylinder lock.
 - (d) steel doors – by the means shown in (1) (a) or (c) above or by a five pin cylinder mortice lock.
- (2) all hinged double leaf doors used as final exit doors are secured as follows
 - (a) first closing leaf (timber framed doors) – by having, at the top and bottom of the leaf, rebate bolts or internal key operated mortice rack bolts or key operated lockable bolts.
 - (b) first closing leaf (aluminium framed doors) – by having, at the top and bottom of the leaf, rebate bolts or internal key operated lockable bolts.
 - (c) first closing leaf (plastic framed doors) – by having a multi-point lock assembly certified as meeting PAS 3621 or a multi-point fastening device comprising at least two moving bolts operated by a central handle secured by a five pin cylinder lock, or at the top and bottom of the leaf, rebate bolts or internal key operated lockable bolts.
 - (d) first closing leaf (steel doors) – by the means shown in (2) (c) above.
 - (e) final closing leaf – by the means shown in (1) (a), (b), (c) or (d) above.
- (3) all hinged external cellar trap doors are secured as follows
 - (a) single leaf doors – by an internal, centrally positioned, steel padlock bar secured by a padlock having a hardened steel shackle or, at the top and bottom of the door, internal key operated lockable bolts.
 - (b) double leaf doors – by having each leaf fastened to the other by an internal, centrally positioned, steel padlock bar secured by a padlock having a hardened steel shackle.
- (4) all other hinged external doors and any internal doors which lead into areas of The Premises not occupied by You, or into any common areas including stairwells or walkways, or into any adjoining premises, are secured as follows
 - (a) single leaf doors – by the means shown in (1) (a), (b), (c) or (d) above or by having, at the top and bottom of the door, internal key operated lockable bolts or key operated mortice rack bolts.
 - (b) double leaf doors – by the first closing leaf being secured by the means shown in (2) (a), (b), (c) or (d) above and the final closing leaf being secured as in (2) (e) above or having, at the top and bottom of the leaf, internal key operated lockable bolts or key lockable bolts or key operated mortice rack bolts.

Alternatively, the doors are to be secured by having bolts at the top and bottom of each leaf, and with each leaf fastened to the other by an internal, centrally positioned, steel padlock bar secured by a closed shackle padlock having a hardened steel shackle.
- (5) all external rolling shutter or rolling panel doors, including any which lead into areas of The Premises not occupied by You or into any common areas including stairwells or walkways, or into any adjoining premises, are secured as follows
 - (a) manually operated doors – by having the operating chain secured into an internal chain stop, housing or wall bracket by means of a padlock having a hardened steel shackle.

Asset Protection Property Damage, Electronic Equipment and Money

Additional Conditions (Continued)

- (b) electrically operated doors – by having an internal opening switch secured in the off position by means of an integral lock or padlock. Alternatively, such doors are to have the power supply to the operating switch isolated at a suitable electrical power distribution board.
 - (c) where (5) (a) or (b) above cannot be satisfied such doors are to be secured by having the door secured to one of the side runners by means of an internal key operated lockable bolt or a padlock having a hardened steel shackle.
 - (d) any personnel (wicket) gate incorporated into such doors is to be secured by having an internal, centrally positioned, steel padlock having a hardened steel shackle or, at the top and bottom of the door, by internal key operated lockable bolts.
 - (e) such doors, or any personnel (wicket) gate incorporated into them, are not to be used as a final exit door unless notified to Us and then secured by the means subsequently stipulated or agreed by Us in writing.
- (6) all external opening windows on basement and ground floors, any opening windows which lead into areas of The Premises not occupied by You or into any common areas including stairways or walkways, or into adjoining premises, and any external opening windows on upper floors which can be reached by a person standing on adjacent or adjoining external structural features including stairways, communal walkways, lower storey roofs, porches, balconies, or similar external structural features which can readily be climbed onto, are secured in their closed position as follows
- (a) any roof lights – by an integral or internal fastening device designed and manufactured for the task.
 - (b) any louvre windows – by internal or external steel bars or grilles.
 - (c) All other windows – by an integral lockable fastening device or an internal key operated window lock.
- Alternatively, such windows are to be secured by means of at least two internal screws of sufficient length to pass through the window surround and penetrate the window frame to a depth of at least 10mm.
- (7) any type of door, lock or fastening device that is not mentioned above is notified to Us and then secured by the means subsequently stipulated or agreed by Us in writing.
 - (8) all locks or fastenings are positioned and fitted (including striking plates, escutcheons, cylinder roses or other door furniture) in accordance with the manufacturer's instructions or in a conventional manner.
 - (9) all the aforementioned locks and fastenings are put into full and effective operation and any keys to them removed from the site or stored within the Premises in a secure place, that is one which is not within sight or reach of any external glazing, letter flap or other opening, whenever those parts of The Premises occupied by You in connection with The Business are unattended.
- Any door or window that is designated, and appropriately signed, as being for use solely as an emergency fire exit by the person(s) legally responsible under fire safety legislation for fire safety at The Premises, is excluded from requirements (1) – (6) above. However, any such door or window must be secured by an integral or internal fastening device designed and manufactured for the securing of such emergency fire exits.

Asset Protection Glass

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.

Cover

We will indemnify You in respect of

- (1) breakage (including the cost of boarding up) of glass at The Premises
- (2) (a) Damage at The Premises to
 - (i) contents of display windows
 - (ii) window and door frames
- (b) the cost of removing and reinstating obstructions to replacing glass
- (c) the cost of replacing alarm foil, lettering, painting, embossing, silvering, or other ornamental work on glass

occurring during the Period of Insurance.

The maximum that We will pay in respect of item 2 (a), (b) and (c) is £2,000 in respect of total of all claims during any one Period of Insurance.

- (3) breakage of fixed
 - (a) wash hand basins, pedestals, baths, sinks
 - (b) lavatory bowls, bidets, cisterns
 - (c) shower trays, splashbacks at The Premises.

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 glass in
 - (a) light fittings
 - (b) signs
 - (c) Stock and Materials in Trade or goods in trust
 - (d) vehicles
 - (e) vending machines.
- (2) Damage to glass caused by
 - (a) scratching
 - (b) gradual deterioration or wear and tear
 - (c) change in colour or finish.
- (3) breakage of glass
 - (a) while The Premises are Unoccupied
 - (b) in transit or while being fitted
 - (c) by workmen carrying out alterations or repairs to The Premises.
- (4) the Excess stated in The Schedule.

Asset Protection Frozen Foods

Definitions

The following Definition applies to this Section in addition to the Policy Definitions at the front of this policy and keeps the same meaning wherever it appears in the Section unless an alternative definition is stated to apply.

Damage

Physical loss, destruction or damage.

Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance to food, belonging to You or for which You are responsible while contained in any refrigeration unit, by deterioration or contamination caused by

- (1) a change in temperature as a result of
 - (a) the breaking, distortion or burning out of any part of the
 - (i) unit
 - (ii) unit wiring
 - (iii) supply cable to the unit, including the plug and fusecaused by mechanical or electrical defects in the unit while it is being used under normal working conditions
 - (b) failure of temperature controls to operate correctly
 - (c) accidental failure of Your electricity supply but only if this is not deliberately caused by Your supplier of electricity.
- (2) accidental leakage of refrigerant gases or refrigerant fumes from the unit.

The maximum We will pay under this Section is the Sum Insured or Limit of Liability stated in The Schedule.

Clause

The following clause applies to this Section.

Average

Each of the Sums Insured shown in The Schedule 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.

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
 - (a) wear and tear, deterioration or gradually developing flaws or defects in the unit
 - (b) failure to correctly set any temperature controls
- (2) the Excess stated in The Schedule.

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

All Risks

- (1) Any Damage not excluded by the terms of the Property Damage – All Risks Section or the Electronic Equipment 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.

Theft

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

Revenue Protection Business Interruption (Continued)

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.

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
- (b) at Your expense, provide Us with
 - (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

Revenue Protection Business Interruption (Continued)

- (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 Yourselves 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.

- (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
 - (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 meanscaused 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.

Revenue Protection Business Interruption (Continued)

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
 - (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 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

(1) at the premises or situations

or

(2) 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

(1) amount

or

(2) 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.

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.

Property Stored and Used

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

Transit

Your property while in transit by

(1) road

(2) rail

(3) inland waterway

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

Performance Sites

Any situation within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man where You are performing or are contracted to perform.

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.

Prevention of Access

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

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.

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 15 miles 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 4 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.

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 electricity'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.

Failure of Gas Supply

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

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.

Failure of Safety Curtain and Other Systems

The accidental failure of the Safety Curtain and/or safety lighting system and/or computerised sound and/or lighting system to operate correctly at the Premises.

Revenue Protection Business Interruption – Additional Contingencies (Continued)

The maximum We will pay in respect of any one Period of Insurance will be £100,000.

We will not indemnify You in respect of failure

- (1) caused by the deliberate act of any supply authority
- (2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (3) caused by an industrial action
- (4) caused by wearing away, wasting, erosion, corrosion, slowly developing deformation or any other gradual deterioration
- (5) caused by Your wilful act or wilful neglect
- (6) where the safety curtain or safety lighting system or computerised sound or lighting system have not been installed or maintained in accordance with the manufacturer's instructions
- (7) lasting less than 2 hours.

Failure of Water Supply

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

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.

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:

Revenue Protection Business Interruption – Additional Contingencies (Continued)

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.

Maximum Indemnity Period

Three months.

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.

Revenue Protection Business Interruption – Additional Contingencies (Continued)

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

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

- (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.

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 $33\frac{1}{3}\%$ 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 $33\frac{1}{3}\%$ 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 reduced during the financial year solely due to the Damage.

Revenue Protection Business Interruption – Clauses (Continued)

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.

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.

Revenue Protection Business Interruption

Revenue Sum Insured Basis Specification

Item

Revenue Sum Insured stated in The Schedule.

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.

Annual Revenue

The Revenue during the 12 months immediately before the date of the Damage.

Standard Revenue

The Revenue during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Annual Revenue and Standard Revenue may be adjusted to reflect any trends or circumstances which

- (a) affect The Business before or after the Damage
- (b) would have affected The Business had the Damage not occurred.

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending no later than the Maximum Indemnity Period.

Maximum Indemnity Period

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

Revenue

As stated in The Schedule.

Notes

- 1 All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
- 2 Any adjustment made for current cost accounting will be ignored.

Basis of Settlement

This insurance is limited to loss of Revenue due to

- (a) reduction in Revenue
and
- (b) increase in cost of working.

We will pay

- (i) in respect of reduction in Revenue
the amount by which due to the Damage, the Standard Revenue exceeds the actual Revenue during the Indemnity Period
- (ii) in respect of increase in cost of working
any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Revenue during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the reduction avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Revenue, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured is less than the Annual Revenue (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.

Clauses

The following clauses apply to this Specification.

Alternative Premises

The Revenue during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at the Premises.

Revenue Protection Business Interruption (Continued)

Revenue Sum Insured Basis Specification

Auditors and Professional Accountants

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 We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

Automatic Reinstatement

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

However, You must pay the additional premium required to reinstate the Sum Insured.

Return Premium

We will allow a return premium for the Period of Insurance where

- (a) You provide Us with a professional accountant's declaration of Revenue earned in Your financial year most closely corresponding to that Period of Insurance
and
- (b) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium for any reduction in Revenue which is entirely due to a claim.

Revenue Protection Business Interruption

Revenue Declaration Linked Basis Specification

Item

Estimated Revenue stated in The Schedule.

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.

Estimated Revenue

Your estimate of Revenue for the financial year most closely corresponding to the Period of Insurance (proportionately increased where the Maximum Indemnity Period exceeds 12 months).

Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending no later than the Maximum Indemnity Period.

Maximum Indemnity Period

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

Revenue

As stated in The Schedule.

Annual Revenue

The Revenue during the 12 months immediately before the date of the Damage.

Standard Revenue

The Revenue during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Annual Revenue and Standard Revenue may be adjusted to reflect any trends or circumstances which

- (a) affect The Business before or after the Damage
- (b) would have affected The Business had the Damage not occurred.

The adjusted figure will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

Notes

- 1 All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
- 2 Any adjustment made for current cost accounting will be ignored.

Basis of Settlement

This insurance is limited to loss of Revenue due to

- (a) reduction in Revenue
and
- (b) increase in cost of working.

We will pay

- (i) in respect of reduction in Revenue
the amount by which, due to the Damage, the Standard Revenue exceeds the actual Revenue during the Indemnity Period
- (ii) in respect of increase in cost of working
any additional expenses You necessarily and reasonably incur solely to prevent or limit a reduction in Revenue during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the reduction avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Revenue, which reduce or cease due to the Damage.

Revenue Protection Business Interruption (Continued)

Revenue Declaration Linked Basis Specification

Maximum Amount Payable

The maximum amount We will pay is

- (a) in respect of Revenue
 - 133⅓% of the Estimated Revenue stated in the Schedule
- (b) overall
 - 133⅓% of the Estimated Revenue stated in the Schedule

and

100% of the Sums Insured by other items unless otherwise agreed by Us.

However, if at the time of the Damage the Sum Insured on Estimated Revenue is less than 50% of the Annual Revenue (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 and the maximum amount We will pay is the Estimated Revenue stated in The Schedule.

Clauses

The following clauses apply to this Specification.

Alternative Premises

The Revenue during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services or accommodation provided elsewhere than at The Premises.

Auditors and Professional Accountants

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 We will pay for any claim, including auditor's and professional accountant's charges, is the Maximum Amount Payable.

Automatic Reinstatement

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

However, You must pay the additional premium required to reinstate the Estimated Revenue.

Premium Adjustment

You will supply, within six months of the expiry of each Period of Insurance, a professional accountant's declaration of Revenue earned in Your financial year most closely corresponding to the Period of Insurance.

We will, for the purposes of premium adjustment, increase the declared figure by the amount by which the Revenue was reduced during the financial year as a result of any claim.

If the declared figure (adjusted as above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) for the relative Period of Insurance

- (a) is less than the Estimated Revenue, We will allow a pro rata return of up to 50% of the premium paid
- (b) exceeds the Estimated Revenue, You will pay a pro rata additional premium of up to 33⅓% of the premium paid.

Renewal

You will supply, prior to each renewal, the Estimated Revenue for the financial year most closely corresponding to the following Period of Insurance.

Revenue Protection Business Interruption

Insured Profit Sum Insured Basis Specification

Item

Insured Profit Sum Insured stated in The Schedule.

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.

Insured Profit

- (a) The combined value of the Turnover, closing stock and work in progress
less
- (b) the combined value of opening stock and work in progress and Uninsured Working Expenses.

The values of opening and closing stocks and work in progress will

- (i) be calculated using Your usual accounting methods
- (ii) make due provision for depreciation.

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.

Rate of Insured Profit

Insured Profit earned on and expressed as a percentage of Turnover, during the financial year immediately before the date of the Damage.

Annual Turnover

The Turnover during the 12 months immediately before the date of the Damage.

Standard Turnover

The Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Rate of Insured Profit, Annual Turnover and Standard Turnover may be adjusted to reflect any trends or circumstances which

- (a) affect The Business before or after the Damage
- (b) would have affected The Business had the Damage not occurred.

The adjusted figures will represent as near as possible the results which would have been achieved during the same period had the Damage not occurred.

Turnover

Money paid or payable to You for

- (a) goods sold and delivered
- (b) services provided

in course of The Business at The Premises.

Uninsured Working Expenses

- (a) purchases of materials for production or re-sale (less any discounts received)
- (b) discounts allowed
and
- (c) any additional Uninsured Working Expenses stated in The Schedule.

The words and expressions used in this definition will have the meaning usually attached to them in Your books and accounts.

Notes

- 1 All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
- 2 Any adjustment made for current cost accounting will be ignored.

Basis of Settlement

This insurance is limited to loss of Insured Profit due to

- (a) reduction in Turnover
and
- (b) increase in cost of working.

Revenue Protection Business Interruption (Continued)

Insured Profit Sum Insured Basis Specification

We will pay

- (i) in respect of reduction in Turnover:
the sum produced by applying the Rate of Insured Profit to the amount by which due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period
- (ii) in respect of increase in cost of working:
any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expenses would have taken place due to the Damage. We will not pay more than the amount produced by applying the Rate of Insured Profit to the reduction in Turnover avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured is less than the sum produced by applying the Rate of Insured Profit to the 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.

Clauses

The following Clauses apply to this specification.

Alternative Premises

The Turnover during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at The Premises.

Auditors and Professional Accountants

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 We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

Automatic Reinstatement

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

However, You must pay the additional premium required to reinstate the Sum Insured.

Return Premium

We will allow a return premium for the Period of Insurance where

- (a) You provide Us with a professional accountant's declaration of Insured Profit earned in Your financial year most closely corresponding to that Period of Insurance
and
- (b) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium for any reduction in Insured Profit which is entirely due to a claim.

Uninsured Working Expenses

Any increase in cost of working payment will take into account any Uninsured Working Expenses (having been deducted in arriving at the Insured Profit) which have not reduced in proportion to the reduction in Turnover.

We will calculate any such payment on the basis of the proportion that the Insured Profit bears to the Insured Profit and the total Uninsured Working Expenses.

Revenue Protection Business Interruption

Insured Profit Declaration Linked Basis Specification

Item

Estimated Insured Profit stated in The Schedule.

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.

Estimated Insured Profit

Your estimate of Insured Profit for the financial year most closely corresponding to the Period of Insurance (proportionately increased if the Maximum Indemnity Period exceeds 12 months).

Insured Profit

- (a) The combined value of the Turnover, closing stock and work in progress
less
- (b) the combined value of opening stock and work in progress and Uninsured Working Expenses.

The values of opening and closing stocks and work in progress will

- (i) be calculated using Your usual accounting methods
- (ii) make due provision for depreciation.

Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending no later than the Maximum Indemnity Period.

Maximum Indemnity Period

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

Rate of Insured Profit

Insured Profit earned on the Turnover and expressed as a percentage of Turnover, during the financial year immediately before the date of the Damage.

Annual Turnover

The Turnover during the 12 months immediately before the date of the Damage.

Standard Turnover

The Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Rate of Insured Profit, Annual Turnover and Standard Turnover may be adjusted to reflect any trends or circumstances which

- (a) affect The Business before or after the Damage
- (b) would have affected The Business had the Damage not occurred.

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

Turnover

Money paid or payable to You for

- (a) goods sold and delivered
- (b) services provided

in course of The Business at The Premises.

Uninsured Working Expenses

- (a) purchases of materials for production or re-sale (less any discounts received)
- (b) discounts allowed
and
- (c) any additional Uninsured Working Expenses stated in The Schedule.

The words and expressions used in this definition will have the meaning usually attached to them in Your books and accounts.

Notes

- 1 All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

Revenue Protection Business Interruption (Continued)

Insured Profit Declaration Linked Basis Specification

- 2 Any adjustment made for current cost accounting will be ignored.

Basis of Settlement

This insurance is limited to loss of Insured Profit due to

- (a) reduction in Turnover
- and
- (b) increase in cost of working.

We will pay

- (i) in respect of reduction in Turnover:
the sum produced by applying the Rate of Insured Profit to the amount by which, due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period
- (ii) in respect of increase in cost of working:
any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the amount produced by applying the Rate of Insured Profit to the reduction in Turnover avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Damage.

Maximum Amount Payable

The maximum amount We will pay is

- (a) in respect of Insured Profit:
133 $\frac{1}{3}$ % of the Estimated Insured Profit stated in The Schedule
- (b) overall:
133 $\frac{1}{3}$ % of the Estimated Insured Profit stated in The Schedule
and 100% of the Sums Insured by other items unless otherwise agreed by Us.

However, if at the time of the Damage the Sum Insured on Estimated Insured Profit is less than 50% of the sum produced by applying the Rate of Insured Profit to the 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 and the maximum amount We will pay is the Estimated Insured Profit stated in The Schedule.

Clauses

The following Clauses apply to this Specification.

Alternative Premises

The Turnover during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at The Premises.

Auditors and Professional Accountants

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 We will pay for any claim, including auditor's and professional accountant's charges, is the Maximum Amount Payable.

Automatic Reinstatement

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

However, You must pay the additional premium required to reinstate the Estimated Insured Profit.

Premium Adjustment

You will supply, within six months of the expiry of each Period of Insurance, a professional accountants declaration of Insured Profit earned in

Revenue Protection Business Interruption (Continued)

Insured Profit Declaration Linked Basis Specification

Your last financial year most closely corresponding to the Period of Insurance.

We will, for the purposes of premium adjustment, increase the declared figure by the amount by which the Insured Profit was reduced during the financial year as a result of any claim.

If the declared figure (adjusted as above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) for the relative Period of Insurance

- (a) is less than the Estimated Insured Profit, We will allow a pro rata return of up to 50% of the premium paid
- (b) exceeds the Estimated Insured Profit, You will pay a pro rata additional premium of up to $33\frac{1}{3}\%$ of the premium paid.

Renewal

You will supply, prior to each renewal, the Estimated Insured Profit for the financial year most closely corresponding to the following Period of Insurance.

Uninsured Working Expenses

Any increase in cost of working payment will take into account any Uninsured Working Expenses (having been deducted in arriving at the Insured Profit) which have not reduced in proportion to the reduction in Turnover.

We will calculate any such payment on the basis of the proportion that the Insured Profit bears to the Insured Profit and the total Uninsured Working Expenses.

Revenue Protection **Business Interruption**

Increased Cost of Working – Commercial and Industrial Specification

Items

Increase in Cost of Working 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.

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, for Increase in Cost of Working, by the number of separate buildings at all of The Premises.
- (b) If a special limit stated in The Schedule applies to one or more building, the Maximum Limit for the building will be calculated by applying the 'Percentage Limit' shown against each building to the Sum Insured for Increase in Cost of Working.

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

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

Remainder Limit

The Maximum Limit less any sum paid or payable for loss during the first three months of the Indemnity Period.

Remainder Period

The Maximum Indemnity Period less three months.

Basis of Settlement

We will pay Your additional expenditure which has been reasonably and necessarily incurred, as a result of the Damage, to continue The Business during the Indemnity Period.

The maximum amount We will pay will not exceed

- (1) during the first three months of the Indemnity Period 25% of the Maximum Limit
- (2) for each subsequent month of the Indemnity Period the proportion of the Remainder Limit which the one month bears to
 - (a) the Remainder Period
 - or
 - (b) nine monthswhichever is the longer,

less any savings in such expenditure during the Indemnity Period which reduce or cease due to the Damage.

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

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 the Sum Insured, for this Item, stated in The Schedule.

Revenue Protection Loss of Licence (Revenue Basis)

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.

Indemnity Period

The period during which The Business results are affected due to the Loss of Licence, beginning with the date of the loss and ending no later than

- (1) the date the Licence is reinstated,
or
- (2) the date Your interest ceases due to the disposal of The Premises,
or
- (3) the Maximum Indemnity Period
whichever is the earlier.

Licence

The licence or licences stated in The Schedule.

Loss of Licence

- (1) Forfeiture due to licensing regulations
- (2) Refusal to renew by the licensing authority due to causes beyond Your control.

Maximum Indemnity Period

12 months.

Revenue

Money paid or payable to You for ticket sales, goods supplied and services rendered in the course of The Business at The Premises.

Standard Revenue

The Revenue during that period in the 12 months immediately before the date of the Loss of Licence which corresponds with the Indemnity Period.

Standard Revenue may be adjusted to reflect any trends or circumstances which

- (1) affect The Business before or after the Loss of Licence.
- (2) would have affected The Business had the Loss of Licence not occurred.

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Loss of Licence not occurred.

Cover

In the event of Loss of Licence, We will indemnify You in respect of either

- (1) (a) reduction in Revenue
and
(b) increase in cost of working.

We will pay

- (i) in respect of reduction in Revenue the amount by which due to the Loss of Licence, the Standard Revenue exceeds the actual Revenue during the Indemnity Period
- (ii) in respect of increase in cost of working any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Revenue during the Indemnity Period which but for such additional expense would have taken place due to the Loss of Licence. We will not pay more than the reduction avoided by the expenditure

We will also pay any costs and expenses, incurred with Our written consent where You appeal against the Loss of Licence.

less any savings during the Indemnity Period in business charges or expenses, payable out of Revenue, which reduce or cease due to the Loss of Licence

or

Revenue Protection Loss of Licence (Revenue Basis) (Continued)

- (2) if You are unable to obtain a Licence for a period of 12 months and You dispose of The Premises, We will indemnify You in respect of the reduction in the value of Your interest in
- (a) The Premises,
 - or
 - (b) The Business
- The maximum We will pay in respect of any one claim is
- (1) £100,000,
 - or
 - (2) the Sum Insured stated in The Schedule.

Clauses

The following clauses apply to this Section.

Alternative Premises

The Revenue during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at The Premises.

Auditors and Professional Accountants

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 We will pay for any claim, including auditor's and professional accountant's charges is, the Sum Insured.

Bank Interest

The cover provided by this Section is extended to include loss sustained by Your bank resulting from forfeiture of or refusal to renew the Licence occasioned wholly or partly by or through the misconduct, or connivance, or neglect, or omission of You.

Provided that in the event of Your bank becoming aware of any acts or omissions by You, We will be informed.

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

- (1) where You can obtain statutory compensation for Loss of Licence.
- (2) where Loss of Licence arises out of
 - (a) any town or country planning, improvement or redevelopment
 - (b) compulsory purchase or surrender
 - (c) reduction or redistribution of licenses
 - (d) a change in the law

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

- (1) Any Policyholder
 - (a) agrees a composition or arrangement with creditors,
 - or
 - (b) 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
 - (c) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator,
 - or

Revenue Protection Loss of Licence (Revenue Basis) (Continued)

- (d) 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
- (e) 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.

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

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

Change in Risk

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

You must notify Us in writing immediately You become aware of

- (1) a change in tenancy or management of The Premises.
- (2) a transfer or proposed transfer of the Licence.
- (3) a complaint against The Premises or the control of The Premises.
- (4) any action against the
 - (a) Licence holder
 - (b) manager
 - (c) tenant or other occupier of The Premisesfor any breach of the licensing law, or any other matter where the integrity of the person concerned is brought into question.
- (5) objection to renewal of the Licence, or other reasons which could endanger the Licence or its renewal.

Notification

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

In the event of Loss of Licence, You must inform Us in writing within 24 hours. You are also required to provide any assistance or information We may request.

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 HM Government in the United Kingdom or any other government de jure or de facto.

Computer System

A computer or other equipment or component or system or item which processes stores transmits or receives Data.

Covered Loss

All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property in the Territory, the proximate cause of which is an Act of Terrorism.

Data

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

Denial of Service Attack

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

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 System, 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.

Individual

Any person other than

- (1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business
- (2) a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual
- (3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:
 - (a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or
 - (b) located in premises owned by any such person, and the commercially occupied proportion of the property does not exceed 20%

Asset and Revenue Protection Terrorism (Continued)

- (4) an individual insuring property that is of sole commercial use
- (5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%.

Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or 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 insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.

Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State (or any successor relevant authority) from time to time by statutory instrument, 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 affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Phishing

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

Property

For the purposes of this Section only, all property whatsoever, but excluding:

- (1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless
 - (a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or
 - (b) not insured in the name of an Individual
- (2) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

Territory

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

Treasury

The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Asset and Revenue Protection Terrorism (Continued)

Cover

We will indemnify You in respect of a Covered Loss during the Period of Insurance subject to the provisions set out below.

The maximum We will pay 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.

In any action, suit or proceedings where We allege that any loss is not covered by this Section, You must prove that the loss is covered.

This Section is subject to all the Definitions, Conditions and Clauses of the Sections where the Heads of Cover are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail.

Conditions

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

- (1) We may cancel the cover provided by this Section 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 provided that there has been no

- (a) claim(s) made under this Section for which We have made a payment or which are still under consideration
- (b) 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.

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (2) declare to Us all property and/or premises owned by You, or for which You are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all property and/or premises, Business Interruption and Book Debts of subsidiary companies

- 3) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all
 - (a) such property and/or premises and
 - (b) such Business Interruption and Book Debtsunless We agree otherwise in writing.

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 any losses whatsoever

- (1) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
- (2) unless and until the Treasury issues a certificate certifying the event or events in question to have been an Act of Terrorism, or, in the event of the Treasury refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the Treasury determines the event or events in question to have been an Act of Terrorism.
- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
 - (a) damage to or the destruction of any Computer System; or
 - (b) any alteration, modification, distortion, erasure or corruption of Data;

in each case whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

Proviso to Exception (3)

- (1) Covered Loss otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such Covered Loss:

Asset and Revenue Protection Terrorism (Continued)

- (a) results directly (or, solely as regards (b) (iii) below, indirectly) from
 - (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
 - (ii) impact of aircraft or any aerial devices or articles dropped from them,
 - (iii) impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle,
 - (iv) destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
 - (b) comprises:
 - (i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Heads of Cover; or
 - (ii) the amount of business interruption loss suffered directly by You by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either damage to or destruction of Property insured under any of the Heads of Cover or as a direct result of denial, prevention or hindrance of access to or use of the Property insured under any of the Heads of Cover by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured under any of the Heads of Cover to which access is affected; or
 - (iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss; and
 - (c) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- (2) For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude
- (a) any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of "Money" as set out in this policy; and
 - (b) any Data.
- (3) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph (1) (b) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph (1) (a) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs (1) (a) and (1) (b) above from being recoverable under this Section.
- In no other circumstances, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section.

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 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 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.

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
 - (e) members and officials of the insured club whilst taking part in the activities of the club
- 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

Legal Liabilities Public and Products Liability (Continued)

(2) Canada

the maximum We will pay, inclusive of Costs and Expenses, 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) 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.

Cloakroom Indemnity

- (1) We will indemnify The Insured in respect of accidental Damage to visitors' or guests' property held, for a fee, in The Insured's custody or control provided

- (a) the Property is kept in a cloakroom which is
 - (i) attended by You or an Employee.
 - (ii) locked if unattended.
- and

- (b) a ticket is issued to each person who deposits Property in the cloakroom.

- (2) The maximum We will pay is
 - (a) £500 for any one article.
 - (b) £10,000 for any one Period of Insurance.
- (3) We will not provide indemnity
 - (a) in respect of
 - (i) Property in Your custody or control for the purposes of being worked on.
 - (ii) Property stored for longer than 24 hours.
 - (iii) Damage to or caused by perishable articles.
 - (b) for the first £50 of Compensation, Costs and Expenses in respect of Damage to Property described in (1) above.

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.

Legal Liabilities Public and Products Liability (Continued)

- (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

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

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 as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You or any Employee.
- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
- (5) liability under any penalty clause or any fine or statutory payment.
- (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.
- (7) proceedings relating to Compensation for any Employee if the Employers' 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.

Legal Liabilities Public and Products Liability (Continued)

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.
- (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.

Legal Liabilities Public and Products Liability (Continued)

- (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 You
 - (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.

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

Legal Liabilities Public and Products Liability (Continued)

- (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.
- (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

Legal Liabilities Public and Products Liability (Continued)

- (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.

- (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.

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.

Legal Liabilities Public and Products Liability (Continued)

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.

Additional Endorsements

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

Products Supplied Restriction

We will not provide indemnity in respect of Products Supplied other than

- (1) the sale or supply of food and drink intended to be consumed on Your premises.
- (2) the supply of office requisites.
- (3) the disposal of furniture and office equipment previously used in the course of The Business.

North American Products Supplied Exclusion

We will not provide indemnity in respect of Products Supplied which The Insured knew, know or could be expected to know would be used within the United States of America or Canada.

Legal Liabilities Commercial Legal Protection

Claims and helpline

As soon as You are aware of an incident, You should get legal advice from the legal helpline on **0345 300 1899** without delay. Please have Your policy number to hand.

If You think that You might need to claim, contact the helpline on **0345 300 1899** and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing. A claim form is available to download at **www.aviva.co.uk/legalprotection**.

Our Claims handling is undertaken by DAS Legal Expenses Insurance Company Limited or such other company as we notify you of from time to time.

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.

Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed by Us to act on behalf of an Insured Person.

Aspect Enquiry

An examination by HM Revenue and Customs which considers one or more specific aspects of Your self-assessment and/or corporation tax return.

Attendance Expenses

- (1) The salary or wages of the Insured Person for the time they are off work
 - (a) to attend any arbitration, court or tribunal hearing at Our request
 - (b) as a defendant or while attending jury service.
- (2) We will pay for each half or whole day that the
 - (a) court
 - (b) tribunal
 - (c) employer of the Insured Personwill not pay for.

- (3) The amount We will pay is based on the following
 - (a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours.
 - (b) if the Insured Person
 - (i) works full time, the salary or wages for each whole day equals 1/250th of the annual salary or wages of the Insured Person.
 - (ii) works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.

Costs and Expenses

- (1) All reasonable and necessary legal and accountancy costs charged by the Appointed Representative and agreed by Us.
- (2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to authorise.

Date of Occurrence

- (1) In all civil cases, when the cause of action accrued (other than Contingencies 4A, 4B or 4C – Tax).
- (2) In all criminal cases, when the Insured Person first broke or is alleged to have first broken the criminal law in question.
- (3) Full Enquiries, Aspect Enquiries or Intervention Enquiries, when HM Revenue and Customs first notifies in writing the intention to make enquiries.
- (4) Employers Compliance and Value Added Tax disputes, when HM Revenue and Customs sends an assessment or written decision to You.
- (5) Licence or Registration Appeals, when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence or British Standard Certificate of Registration.

Legal Liabilities Commercial Legal Protection (Continued)

Full Enquiry

An extensive examination by HM Revenue and Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self-assessment and/or corporation tax return.

Insured Person

- (1) You
- (2) any director of Yours, or partner, or proprietor of The Business
- (3) any employee of Yours under a contract of employment with You
- (4) any other person agreed with Us.

Intervention Enquiry

An examination by HM Revenue and Customs to measure the level of compliance in Your financial accounting records to highlight areas where errors have or may occur.

Legal Proceedings

Legal proceedings for

- (1) the pursuit or defence of a claim for damages
- (2) the defence of a criminal prosecution
- (3) appeal proceedings
- (4) specific performance or injunction

dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.

Limit of Indemnity

The maximum amount stated in The Schedule which We will pay for Costs and Expenses in respect of any or all claims arising out of one originating cause in connection with The Business stated in The Schedule.

Prospects of Success

In respect of all civil cases, it is always more likely than not that an Insured Person will

- (1) recover damages or obtain any other legal remedy which We have agreed to

- (2) make a successful defence
- (3) make a successful appeal or defence of an appeal.

Prospects of success will be assessed by Us or an Appointed Representative on Our behalf.

Territorial Limits

For Contingencies 2 Legal Defence (other than Contingency 2E) and 3B Bodily Injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other Contingencies

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

Cover

We will indemnify You or an Insured Person where specified for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings following the occurrence of a Contingency stated as applying in The Schedule provided that

- (1) the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance
- (2) any Legal Proceedings take place within the Territorial Limits
- (3) Prospects of Success exist for the duration of the claim
- (4) in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal
- (5) the maximum We will pay is the Limit of Indemnity
- (6) You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

Legal Liabilities Commercial Legal Protection (Continued)

Contingencies

1A Employment Disputes

We will defend You

- (1) prior to the issue of Legal Proceedings following the dismissal of an Insured Person
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
- (3) in Legal Proceedings in respect of any dispute with
 - (a) an Insured Person
 - (b) a former Insured Person
 - (c) a trade union acting on behalf of an Insured Person or a former Insured Person

which arises out of, or relates to, a contract of employment with You

- (4) in Legal Proceedings in respect of any dispute with
 - (d) an Insured Person
 - (e) a former Insured Person
 - (f) a prospective Insured Person

arising from an alleged breach of their statutory rights under employment legislation.

We will not provide indemnity for any claim in respect of damages for personal injury or loss of or physical damage to material property.

1B Compensation Awards

We will pay

- (1) any basic and compensatory award
- (2) an order for compensation following a breach of Your statutory duties under employment legislation

which You are ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and approved by Us in writing in respect of a claim We have accepted under Contingency 1A – Employment Disputes.

The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) non payment of money due under the relevant contract of employment or related statutory provision
- (2) any compensation award related to
 - (a) trade union activities, trade union membership or non-membership
 - (b) health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - (c) statutory rights in relation to trustees of occupational pension schemes
 - (d) statutory rights in relation to Sunday shop and betting work
- (3) any award ordered as a result of a breach of National Minimum Wage laws
- (4) any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement order or re-engagement order.

Conditions to Contingency 1B

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.

- (1) Performance and/or conduct

In cases relating to performance and/or conduct of an Insured Person, or former Insured Person You must, throughout the dispute, have either

- (a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service
- or

Legal Liabilities Commercial Legal Protection (Continued)

- (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
- or
- (c) sought and followed the advice from Our 24 hour legal helpline (**0345 300 1899**).

(2) Unlawful Discrimination

In respect of an order of compensation following a breach of Your statutory duties under discrimination legislation You must have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute.

(3) Redundancy

In respect of any compensation award for

- (a) redundancy
- (b) alleged redundancy
- (c) unfair selection for redundancy

You must have sought and followed the advice of Our 24 hour legal helpline prior to serving notice of dismissal (**0345 300 1899**).

1C Service Occupancy

We will negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

2 Legal Defence

2A Criminal Prosecution

We will defend an Insured Person

- (1) prior to the issue of legal proceedings when dealing with the
 - (a) Police
 - (b) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer

where it is alleged the Insured Person has or may have committed a criminal offence

- (2) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction.

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

2B Data Protection

We will

- (1) (a) defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation
- (b) also pay any compensation award made against the Insured Person

under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing,

provided that You are registered with the Information Commissioner at the time of the incident giving rise to the action.

- (2) represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.

2C Wrongful Arrest

We will defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

2D Employee Civil Legal Defence

At Your request We will defend the legal rights of an Insured Person (other than You) if

- (1) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination

Legal Liabilities Commercial Legal Protection (Continued)

- (2) civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your employees.

2E Statutory Notice

At Your request We will represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting Your business.

2F Jury Service

We will pay the Attendance Expenses of an Insured Person for jury service.

Provided that

- (1) in respect of proceedings under the Health and Safety at Work etc. Act 1974, the Territorial Limits shall be any place where the Act applies
- (2) at the time of the insured incident, You are registered with the Information Commissioner in respect of Contingency 2B (1).

2G Disciplinary Hearings

We will represent an Insured Person at a disciplinary hearing that they are required to attend by a regulatory authority or professional body as a result of a complaint being brought against them.

3A Property Protection

We will represent You in any Legal Proceedings for civil action relating to material property which is owned by You, or for which You are responsible, following

- (1) any event which causes or could cause physical damage or loss to such material property
- (2) any nuisance or trespass including the eviction of squatters or any person occupying premises owned by You for which You are responsible.

We will not indemnify You in respect of any claim relating to

- (1) a contract entered into by You
- (2) tenancy disputes
- (3) goods
 - (a) in transit
 - (b) lent or hired out

- (c) at premises You do not occupy unless for

- (i) installation

or

- (ii) use in work to be carried out by You

- (4) mining subsidence

- (5) a motor vehicle whilst being driven by an Insured Person.

3B Personal Injury

We will pursue the legal rights of an Insured Person and their family members, if they are accompanying an Insured Person, following an event which causes the death of, or bodily injury to them.

We will not provide indemnity in respect of any claim relating to

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- (2) defending the legal rights of an Insured Person or their family members other than defending a counter claim
- (3) a motor vehicle whilst being driven by an Insured Person or a family member.

4A Tax Protection

We will represent You and negotiate on Your behalf in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry and/or Intervention Enquiry carried out by HM Revenue and Customs.

The maximum amount We will pay for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim is £5,000.

4B Employers' Compliance

We will represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

- (1) Pay as You Earn

or

- (2) Social Security Regulations

following a review by HM Revenue and Customs.

Legal Liabilities Commercial Legal Protection (Continued)

4C VAT Disputes

We will represent You in any appeal proceedings following an assessment by HM Revenue and Customs in respect of value added tax due.

Condition to Contingencies 4A, 4B and 4C

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

Reasonable Care

You must have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

We will not provide indemnity

- (1) in respect of any claim caused by Your failure to register for value added tax
- (2) in respect of any claim arising from any investigations or enquiries undertaken by HM Revenue and Customs Special Investigation Section or Special Compliance Office
- (3) in respect of any claim arising from any investigations or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences
- (4) in respect of any claim arising from a tax avoidance scheme
- (5) for the first 10% of Costs and Expenses for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim.

5 Contract Disputes

We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from that agreement or that alleged agreement which has been entered into by You or on Your behalf for the

- (1) sale
- (2) provision

- (3) purchase

- (4) hire

of goods or services provided that

- (a) the amount in dispute exceeds £250
- (b) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250
- (c) if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
 - (a) the cover, claims process or settlement payable under an insurance policy other than claims for indemnity under this section
 - (b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
 - (c) a loan, mortgage, pension or any other financial product
 - (d) a motor vehicle owned by, hired or leased to You other than agreements relating to the sale or motor vehicles where You are engaged in the business of selling motor vehicles
- (2) a dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
- (4) a dispute arising from the breach or alleged breach of professional duty by an Insured Person or former Insured Person
- (5) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

Legal Liabilities Commercial Legal Protection (Continued)

6 Tenancy Disputes

We will represent You in any Legal Proceedings for civil action relating to a tenancy dispute between You and Your landlord arising from premises leased or rented to You. We will not provide indemnity in respect of any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

7 Statutory Licence Protection

We will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence or statutory registration or British Standard Certificate of Registration.

We will not provide indemnity in respect of

- (1) an original application or application for renewal of a statutory licence or British Standard Certificate of Registration
- (2) any licence appeal relating to the ownership, driving or use of a motor vehicle.

8 Debt Recovery

We will represent You in any Legal Proceedings for civil action including the enforcement of judgement to recover money and interest due from the sale or provision of goods or services provided that

- (1) the amount in dispute exceeds £250
- (2) You have exhausted all reasonable credit control and accounting procedures
- (3) We have the right to select the method of enforcement or to forego enforcing judgement if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgement
- (4) You supply the correct and current name and address of the debtor
- (5) a claim for debt recovery under this Contingency is made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
 - (a) the cover, claims process or settlement payable under an insurance policy
 - (b) a lease, licence or tenancy of land or buildings
 - (c) a loan, mortgage, pension or any other financial product
- (2) a dispute with an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
- (4) the recovery of money and interest due from another party where the other party intimates that a defence exists.

Exceptions – Applying to all Contingencies

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 any claim

- (1) if an Insured Person does not keep to the terms, exceptions and conditions of this Section. The cover will also not apply if an Insured Person can claim under another policy
- (2) if any Costs and Expenses are incurred prior to Our written acceptance of a claim
- (3) for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative
- (4) for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B (Compensation Awards) and Contingency 2 (Legal Defence)

Legal Liabilities Commercial Legal Protection (Continued)

- (5) relating to
 - (a) patents
 - (b) copyrights
 - (c) trademarks
 - (d) merchandise marks
 - (e) registered designs
 - (f) intellectual property
 - (g) secrecy and confidentiality agreements
- (6) relating to franchise or agency rights where You have the legal capacity to alter the legal relations of another
- (7) deliberately or intentionally caused by an Insured Person
- (8) in respect of a dispute with Us not catered for in Section Conditions 6 and 7 for a judicial review
- (9) 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 policy
- (10) notified under this Section when, either at the start of or during the course of the claim You
 - (i) are bankrupt
 - (ii) have filed a bankruptcy petition or winding up petition
 - (iii) have made an arrangement with creditors
 - (iv) have entered into a deed or arrangement
 - (v) are in liquidation
 - (vi) are or part of or all of Your affairs or property are in the care or control of a receiver or administrator

Conditions – Applying to all Contingencies

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

(1) Claims – your duty

You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

(2) Claims – legal representation

- (a) On acceptance of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) If it is necessary to start court proceedings or there is a conflict of interest, an Insured Person is free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person.
- (c) If We do not agree to the Insured Person's choice of Appointed Representative under condition 2(b) above, an Insured Person may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent an Insured Person. We and the Insured Person must accept such choice.
- (e) In all other circumstances We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment.

(3) Claims – Our rights and Your obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.

Legal Liabilities Commercial Legal Protection (Continued)

- (b) An insured person must co-operate fully with Us and the appointed representative and must keep Us up-to-date with the progress of the claim.
- (c) At Our request an Insured Person must give the Appointed Representative any instructions that We require.
- (d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If an Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further costs and expenses.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.

(4) Discontinuance of a claim

If an Insured Person

- (a) settles a claim or withdraws a claim without Our prior agreement
- (b) does not give suitable instructions to the Appointed Representative
- (c) dismisses an Appointed Representative without Our prior consent

the cover We provide will end immediately and We will be entitled to re-claim any Costs and Expenses We have incurred from the Insured Person.

(5) Recoveries

An Insured Person must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

(6) Disputes

If any difference arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section, You can take the steps outlined in Our complaints procedure stated under Our Promise of Service.

(7) Arbitration

You have the right to refer any difference that arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by Us and an Insured Person.

If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.

The arbiter's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

(8) Acts of Parliament

All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

Employee Benefits Definitions applicable to Group Personal Accident & Business Travel

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 assistance services', '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.

Accident / Accidental

A sudden violent external unforeseen and identifiable event.

Accidental Bodily Injury

- (1) Injury caused by Accidental and/or violent means
- (2) Injury resulting from Exposure occurring within 12 months from the date of such Accident or Exposure.

Benefit Period

The total period, after the expiry of any Deferment Period stated in The Schedule, for which We will pay benefits for Temporary Total Disablement and/or Temporary Partial Disablement in respect of any one Accident to any Insured Person.

Corporate Event

Any business related event organised by You or on Your behalf to promote Your business.

Country of Residence

The country in which the Insured Person has resided for the last 12 months or more.

Deferment Period

The number of calendar days at the commencement of each and every period of Temporary Total

Disablement and/or Temporary Partial Disablement for which benefit is not payable.

Dependant(s)

Any natural or legally adopted children or legal wards of an Insured Person (and/or an Insured Person's Partner where applicable) living at the same address who at the time of the Accident are no older than 18 years of age or 23 years of age if in full time education or any other person who is dependent on the Insured Person for whom the Insured Person is in receipt of a carer's allowance or attendance benefit from the state.

Exposure

Death and/or injury to an Insured Person as a direct result of exposure to the elements shall be deemed to have been caused by Accidental Bodily Injury.

Hospital

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a Qualified Medical Practitioner continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

Insured Person

You and/or any person or category of persons shown in The Schedule aged 85 or under (65 or under in respect of cover provided under the Sickness Section) at the effective date of the current Period of Insurance.

Insured Person's Partner

The spouse or civil partner of an Insured Person living at the same address as the Insured Person for at least 12 months and sharing financial responsibility for their Dependants.

Employee Benefits Definitions applicable to Group Personal Accident & Business Travel (Continued)

Period of Insurance

From the effective date until the expiry date shown in The Schedule and any subsequent period for which We accept payment for renewal of this policy.

Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practise medicine under the laws of the country they practise in other than an employee, Insured Person, Insured Person's Partner, a member of the immediate family of the Policyholder or Insured Person or an Employee of the Policyholder.

Salary

The Insured Person's wages / salary, including overtime, commission or bonus payments, received in the 12 months immediately preceding the date of Accident (all prior to deductions) or for weekly paid employees 52 times the Insured Person's Weekly Wage immediately preceding the date of Accident (all prior to deductions).

Security Consultants

The security specialists – Red24 (or any replacement from time to time) appointed by Us to act on Your behalf.

Sickness

Sickness or disease (not resulting from Accidental Bodily Injury) contracted anywhere in the world.

Temporary Partial Disablement

Disablement which prevents the Insured Person from engaging in or attending to a substantial part of their usual occupation for the insured.

Temporary Total Disablement

Disablement which entirely prevents the Insured Person from engaging in or attending to their usual occupation for the insured.

The Business

Activities directly connected with the business described in The Schedule.

The Schedule

The document which specifies details of The Policyholder, Insured Persons, Operative Time of Cover and any Deferment Period(s), Endorsements and Conditions applying to the policy.

United Kingdom

For the purposes of this policy means England, Scotland, Wales and Northern Ireland.

War

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.

We/Us/Our

Aviva Insurance Limited.

Weekly Wage

The average gross weekly wage (or in the case of salaried 1/52nd of their Salary) normally paid to the Insured Person as a wage or salary for services (including overtime, commission or bonus payments) prior to all deductions paid in the 12 week period (or any shorter period if the Insured Person has been employed for less than 12 weeks) before the date of commencement of the period of Temporary Total Disablement or Temporary Partial Disablement.

You/Your/The Policyholder

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

Employee Benefits Group Personal Accident

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.

Capital Benefits

Capital Benefits shall include Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech, and Permanent Total Disablement.

In-home Domestic Service

Any person employed (excluding any member of the Insured Person's family) in one or more of the following capacities: nanny, cook, cleaner or house-keeper.

Loss of Hearing

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

Loss of Internal Organ

Total and permanent loss of by removal or effective loss of use of one lung or one kidney, the spleen or the liver.

Loss of Limb

Shall mean in respect of

- (1) an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or
- (2) a leg – physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total 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), or leg at or above the level of the ankle (talo-tibial joint).

Loss of Sight

Loss of Sight shall mean total and permanent loss of sight, which shall 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 specialist.
- (2) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 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.

Operative Time of Cover

The period of time for which We will cover the Insured Person for benefits described within The Schedule

- (1) Continuous
24 hours a day worldwide.
- (2) Occupational
Whilst the Insured Person is engaged in their usual occupational duties on Your behalf.
- (3) Occupational including Commuting
Whilst the Insured Person is engaged in their usual occupational duties on Your behalf or whilst travelling directly between the Insured Person's place of residence and place of work.
- (4) Or any time as specified within, or endorsed on, The Schedule.

Paraplegia

The total and permanent paralysis of both lower limbs, bladder and rectum as a result of Accidental Bodily Injury, which in all probability shall continue for the remainder of the Insured Person's life.

Employee Benefits Group Personal Accident (Continued)

Permanent Total Disablement

Permanent disablement wholly preventing the Insured Person from engaging in or giving attention to their usual occupation for the insured caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.

Quadriplegia

The total and permanent paralysis of all four limbs as a result of Accidental Bodily Injury which in all probability shall continue for the remainder of the Insured Person's life.

Rehabilitation Expenses

The reasonable expenses necessarily incurred in engaging professional rehabilitation advice and assistance to retrain the Insured Person.

Cover

We will pay the sum insured shown in The Schedule to You for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which within 24 months of the date of the Accident solely directly and independently of any other cause results in any of the benefits listed below

- Death
- Capital Benefits
- Temporary Total Disablement
- Temporary Partial Disablement.

Amount Payable

The amount payable to You in respect of any Insured Person shall be the amount as stated in The Schedule for that category of Insured Person.

Extensions

Accidental Death of, or Capital Benefit for, Visitors

In the event that a third party visits Your premises during the Operative Time of Cover in an authorised business capacity and sustains Accidental Bodily Injury that had the visitor been an employee would have resulted in a valid death or Capital Benefits claim We will pay You a benefit of £20,000 subject to a maximum payment of £200,000 in the aggregate in respect of any one incident.

Catastrophe

In the event that a single Accident during the Period of Insurance results in payment of a death benefit under this policy for five or more directors or employees of the Policyholder We will pay You an additional amount equal to 25% of the total sum insured payable for those directors or employees.

Childcare Expenses

In the event of a claim being paid for Capital Benefits We will indemnify You on behalf of the Insured Person up to a maximum of £500 per week for up to a maximum of 104 weeks for necessary childcare expenses incurred during the recovery/ rehabilitation process.

Coma Benefit

In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time of Cover which results in a continuous unconscious state We will pay You on behalf of the Insured Person an additional sum of £50 per day for each complete day of continuous unconsciousness up to a maximum of 730 days.

Corporate Event

In the event that a person not insured under any category of the Group Personal Accident section of this insurance attends a Corporate Event and their attendance is agreed by You and sustains Accidental Bodily Injury resulting in death or a Capital Benefits loss We will pay You a benefit of £20,000.

Employee Benefits Group Personal Accident (Continued)

Commuting Expenses

In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time of Cover which results in a payment of Capital Benefits or Temporary Total Disablement or Temporary Partial Disablement We will indemnify You on behalf of the Insured Person for any reasonable costs of a taxi or chauffeur or other additional costs incurred to transport the Insured Person to and from their normal place of residence and their usual place of work up to a maximum of £250 per week and a maximum limit of £5000.

Disappearance

If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, such Insured Person will be presumed to have died. However You will repay any benefit if such Insured Person is found to have been alive or is found alive.

Facial Disfigurement

In the event that an Insured Person suffers an Accidental Bodily Injury which within two years is the sole cause of permanent facial disfigurement with visible scar tissue of at least one centimetre in length in the area from the hairline to and including the lower jaw and ears We will pay

- (1) scar 1 to 5 cm in length £1,250
- (2) scar over 5 cm and up to 10cm in length £2,500
- (3) scar over 10cm in length £5,000

up to a maximum of £20,000 per Insured Person.

Funeral Expenses

In the event of the Accidental death of the Insured Person during the Operative Time of Cover and the payment of a death benefit under this policy We will indemnify the Insured Person's estate for the reasonable costs of a funeral up to a maximum payment of £10,000 subject to this not being included in any claim under the Medical and Emergency Travel Expenses Insurance section of the policy.

Hospitalisation

In the event that an Insured Person is admitted as a Hospital in-patient as a result of Accidental Bodily Injury occurring during the Operative Time of Cover We will pay You on behalf of the Insured Person £50 for each complete 24 hour period that the Insured Person spends as an in-patient increasing to £100 for each complete 24 hour period on public or bank holidays, up to a maximum of 365 days subject to this not being included in any claim under the Medical and Emergency Travel Expenses Insurance section of the policy.

Medical Expenses

If an Insured Person sustains Accidental Bodily Injury which results in them incurring ambulance charges or medical expenses as an inpatient in a Hospital or nursing home We will indemnify You on their behalf for up to 15% of the amount payable for a valid death and /or Capital Benefits claim or up to 30% of the amount payable for a valid Temporary Total Disablement and/or Temporary Partial Disablement Benefits claim subject to a maximum payment of £15,000.

Outpatient Travel Expenses

In the event that an Insured Person sustains Accidental Bodily Injury which results in them being treated in Hospital as an outpatient We will indemnify You on their behalf up to £100 per day for any reasonable costs of a taxi or chauffeur or any additional travel costs to transport the Insured Person to and from their usual place of work or normal place of residence and Hospital for a maximum of 26 weeks from the date of the first claim up to a maximum of £1,000.

Partners and Dependants

If, during the Period of Insurance, an Insured Person's Partner and/or Dependant(s) who are not covered under any category of Insured Person suffers Accidental Bodily Injury whilst accompanying the Insured Person on an Insured Journey which results in a Capital Benefits loss We will pay You or the Insured Person £25,000.

Work Experience Staff

If, during the Period of Insurance a person who is not insured under any category of Insured Person suffers Accidental Bodily Injury whilst engaged in

Employee Benefits Group Personal Accident (Continued)

work experience on Your behalf resulting in death or a Capital Benefits loss We will pay You £25,000.

Your Business Reputation Protection

If an Insured Person or third party visitor whilst legally on Your premises suffers Accidental Bodily Injury resulting in a valid claim for death or Capital Benefits We will indemnify You up to £50,000 any one claim and in total for all claims during the Period of Insurance for all costs incurred for the engagement of a public relations consultant and the release of information through the media directly in connection with such Accidental Bodily Injury to protect Your image. Such costs must be incurred within 30 days of Accidental Bodily Injury.

Additional Extensions

In the event that the Insured Person is a partner, director or employee of the Policyholder We will provide the following additional extensions.

Dental and Optical Expenses

In the event that an Insured Person suffers loss of or damage to teeth, fixed dentures, prescription glasses or contact lenses following Accidental Bodily Injury We will indemnify You on behalf of the Insured Person for the cost of necessary dental or optical treatment required within 12 months of the Accident up to a maximum of £2,000.

Family Benefit

In the event of the Accidental death of an Insured Person during the Operative Time of Cover We will increase the death benefit payable by an additional 5% of the sum insured for each surviving Dependant subject to a maximum payment of £25,000 in the aggregate in respect of any one incident.

In-home Domestic Service and Commuting

In the event of a claim being paid for Capital Benefits or Temporary Total Disablement We will Indemnify You on behalf of the Insured Person up to 5% of the benefit claimed for an In-home Domestic Service while recovery is in progress, as well as the cost of a licensed taxi or mini cab service to and from the Insured Person's

usual place of work if they have recovered sufficiently to return to work but it is medically certified that they are unable to travel in their usual way to work by either driving a vehicle or travelling on public transport up to a maximum of £10,000 for the expenses incurred.

Hospital Visiting Expenses

In the event of an Insured Person being hospitalised as an in-patient following Accidental Bodily Injury occurring during the Operative Time of Cover beyond a 10 mile radius from their normal place of residence We will indemnify You on behalf of the Insured Person for reasonable costs of transporting the person nominated by the Insured Person to visit them for the duration of such hospitalisation up to a maximum of £100 per day and a maximum limit of £5,000 any one incident.

Paraplegia or Quadriplegia

In the event of a valid Capital Benefits claim We will pay an additional £50,000 if as a direct result of the Accident the Insured Person becomes a Paraplegic or £125,000 if they become a Quadriplegic.

Permanent Partial Disablement

In the event of an Insured Person suffering permanent disablement as a direct result of Bodily Injury We will pay a percentage of the benefit provided for Permanent Total Disablement depending on the degree of permanent disablement. Benefits for specific disabilities are: Permanent severance or permanent and total loss of use of

- | | |
|---------------------------------------|-----|
| • A thumb | 30% |
| • A forefinger | 20% |
| • Any finger other than a forefinger | 10% |
| • A big toe | 15% |
| • Any toe other than a big toe | 5% |
| • A shoulder or elbow | 25% |
| • A wrist, hip, knee or ankle | 20% |
| • The lower jaw by surgical operation | 30% |
| • Loss of Hearing in one ear | 25% |
| • Loss of Internal Organ | 25% |

Employee Benefits Group Personal Accident (Continued)

- Any permanent disability which is not covered by Capital Benefits or any of the benefits above up to a maximum 100% of the Permanent Total Disablement benefit. Any permanent disability under this item will be assessed by considering the severity of the disablement in conjunction with the stated percentages for specific types of permanent disablement stated above. The occupation of the Insured Person will not be taken into consideration during this assessment.

When more than one form of permanent partial disablement results from Bodily Injury the percentages will be added together but We will not pay more than 100% of the Permanent Total Disablement in total.

If a claim is made for Capital Benefits then a claim for permanent partial disablement cannot also be made.

Surviving Dependants Benefits

In the event that the Insured Person and the Insured Person's Partner (whether or not the Insured Person's Partner is an Insured Person under this policy) suffer a fatal injury in the same Accident during the Operative Time of Cover the Family Benefit will not be payable but instead We agree to double the death benefit payable to the Insured Person or the Insured Person's Partner (if the Insured Person's Partner is also an Insured Person under this policy), for apportionment equally to all surviving Dependants, subject to an overall maximum aggregate limit of £1,000,000.

Rehabilitation Expenses

In the event of a valid claim being paid for Capital Benefits We will indemnify You for all reasonable expenses incurred in retraining the Insured Person for either an alternative occupation or in order to improve the quality of their life up to a maximum of £15,000.

Replacement Recruitment Expenses

We will indemnify You up to £10,000 for all costs incurred by You, subject to Our prior written approval, to recruit a replacement employee following

- the Accidental death of an Insured Person that results in a valid death claim under this policy
- the suicide or attempted suicide of an Insured Person.

Return Home Expenses

Where Accidental Bodily Injury during the Operative Time of Cover results in the Insured Person being incapacitated more than 10 miles from their normal place of residence for more than 72 hours We will indemnify You for the additional and reasonable expenses necessarily incurred in returning the Insured Person, their personal belongings and any portable Business Equipment carried by them on the journey, to their normal place of residence or an alternative destination within the United Kingdom up to a maximum of £2,500.

Pregnancy, Maternity and Paternity Benefits

In the event that an Insured Person is absent through pregnancy, maternity or paternity leave or maternity or pregnancy related illnesses including, but not limited to, miscarriage or still birth We will pay You the Temporary Total Disablement benefit up to a maximum £135.45 per week for the period the Insured Person is absent from work up to a maximum of 2 weeks. This extension only applies if the Insured Person is eligible for Temporary Total Disablement. No Deferment Period will apply to this extension.

Exceptions

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

We will not pay any claim for Accidental Bodily Injury directly or indirectly caused by the Insured Person suffering from

- any gradually operating cause.
- any naturally occurring condition or degenerative process.
- Sickness or disease (unless resulting directly from Accidental Bodily Injury).

Employee Benefits Group Personal Accident (Continued)

Conditions

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

(1) Payment of Benefit

- (a) We will not pay under more than one of the benefits listed below in connection with the same Accident for the same Insured Person

- Death
- Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
- Permanent Total Disablement.

After payment has been made for

- Death
- Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
- Permanent Total Disablement

no further payments shall be made by Us in respect of that Insured Person during the current Period of Insurance.

- (b) If death benefit is not covered then We will not pay for benefits for Loss of Limb or Loss of Sight or Loss of Speech or Loss of Hearing until at least 13 weeks after the date of the Accident and only then if the Insured Person has not died as a result of the Accident.

- (c) If an Insured Person is covered for death but the sum insured shown in The Schedule is less than

- Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
- Permanent Total disablement

- (d) Maximum Weekly Benefit

The maximum Weekly Wage payable for

- Temporary Total Disablement will not exceed 100%
- Temporary Partial Disablement will not exceed 50%

of the Insured Person(s) Weekly Wage.

It is the duty of the Insured or Insured Person to inform Us if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.

We will not pay more than the death sum insured until at least 13 weeks after the Accident and only then if the Insured Person has not died as a result of the Accident.

(2) Payment of Permanent Total Disablement

Benefit in respect of Permanent Total Disablement will be payable after the expiry of 52 consecutive weeks disablement and on certification by a medical examiner appointed by Us that disablement is permanent and without expectation of recovery.

(3) Payment of Temporary Total Disablement and/or Temporary Partial Disablement

- (a) Payment of benefit for Temporary Total Disablement and/or Temporary Partial Disablement shall not preclude entitlement to any other benefit but shall cease immediately following payment of

- Death
- Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
- Permanent Total Disablement.

- (b) Payment benefit for Temporary Total Disablement and/or Temporary Partial Disablement will be paid at 4 weekly intervals in arrears commencing after the expiry of the Deferment Period.

- (c) In respect of any one Accident benefit will not be payable in respect of Temporary Total Disablement and/or Temporary Partial Disablement for longer than the Benefit Period shown in the Schedule.

Employee Benefits Group Personal Accident (Continued)

(4) Accumulation Limit

The maximum We will pay in respect of all benefits under this policy in aggregate in respect of all Insured Persons involved in the same Accident shall not exceed the Maximum Accumulation Limit stated in The Schedule and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the Maximum Accumulation Limit.

(5) Insured Persons over the age of 75

If the Insured Person is over the age of 75 at the date of the Accident giving rise to a claim no benefit will be payable for Permanent Total Disablement or Temporary Partial Disablement.

(6) Insured Persons over the age of 80

If the Insured Person is over the age of 80 at the date of the Accident giving rise to a claim the benefit will be payable limited to 10% of the Sum Insured or £50,000 whichever is the lesser.

(7) Medical Evidence

- (a) We may, at Our expense, arrange for an Insured Person to undergo
 - (i) a medical examination
 - or
 - (ii) a post mortem examination.
- (b) You or Your legal representative will supply to Us, at Your expense, any
 - (i) certificate
 - (ii) information
 - (iii) evidencein the format We require.

(8) Minors

If the Insured Person is under the age of 16 at the date of the Accident giving rise to a claim

- (a) The maximum amount payable for death will be £20,000 or the sums insured shown in The Schedule whichever is less.
- (b) The definition of Permanent Total Disablement will be disablement wholly preventing the Insured Person from engaging in or giving attention to occupational duties of any and every kind caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.
- (c) No benefit will be payable for Temporary Total Disablement or Temporary Partial Disablement.

(9) Non Employees

In respect of any Insured Person who is not a director or employee of the Policyholder the definition of Permanent Total Disablement will be disablement wholly preventing the Insured Person from engaging in or giving attention to occupational duties of any and every kind caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.

Endorsements

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

Employee Benefits Business Travel

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 Equipment

Any property which is owned hired or borrowed by The Policyholder and/or Insured Person other than Business Samples and used in the conduct of The Business.

Geographical Limits

- (1) **Europe** – The European Union (outside the United Kingdom), the Channel Islands, Isle of Man, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey.
- (2) **USA** – USA and Canada.
- (3) **Worldwide** – anywhere in the world other than the United Kingdom, Europe or USA.

Hijack

Unlawful seizure or unlawful control of an aircraft or other conveyance in which the Insured Person is travelling as a passenger.

Insured Journey

Any journey not exceeding twelve months in duration (unless otherwise agreed by Us) You have authorised in connection with The Business which begins during the Period of Insurance, and commences from the time the Insured Person leaves their home or if later their place of business, to travel within the Geographical Limits stated in The Schedule, continuing during the entire period of the journey and terminating at the time of return to their home, or if earlier their place of business.

If the Insured Journey is solely within the United Kingdom or the Insured Person's Country of Residence (if different) cover will only be operative only if the journey involves an air flight and/or overnight stay away from home.

Any period of holiday which is purely ancillary to the Insured Journey shall be deemed to be included within the period of the Insured Journey provided that it is otherwise within the period set out above.

Kidnap

Unlawful seizure detention or taking by force or fraud of an Insured Person (except a child by its parent or legal guardian) by a third party without the consent of that Insured Person.

Money

Coins, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets, luncheon vouchers, petrol or other coupons with a monetary value and credit vouchers which belong to or are under the custody and control of the Insured Person.

Personal Belongings

Items which are the property of the Insured Person or property for which they are personally responsible (other than Business Equipment or Business Samples) and which are taken on or acquired during an Insured Journey.

Repatriation

With prior approval from Our Emergency Medical Assistance Provider and due solely to medical reasons, the return of the Insured Person to the United Kingdom or the Insured Person's Country of Residence (if different) by normal scheduled airlines or by an air ambulance or other suitable means of transport.

United Kingdom

England, Scotland, Wales and Northern Ireland.

Medical and Emergency Travel Expenses – Cover

In the event of the Insured Person sustaining Accidental Bodily Injury or contracting an illness during the course of an Insured Journey We will pay up to the sum insured shown in The Schedule for

- (a) Medical Expenses
reasonable and necessary emergency medical, surgical, Hospital or nursing home charges or

Employee Benefits Business Travel (Continued)

emergency dental (for the relief of pain and suffering) fees, including the cost of rescue services to take the Insured Person to Hospital

(b) Emergency Travel Expenses

reasonable and necessary additional costs of transport and accommodation incurred in respect of the Insured Person or any one relative or friend who has to travel to remain with or escort the Insured Person home to the United Kingdom or the Insured Person's Country of Residence (if different)

(c) Repatriation

upon medical advice the Repatriation of the Insured Person to the United Kingdom or the Insured Person's Country of Residence (if different)

(d) Emergency Medical Evacuation

upon the advice of Our Emergency Medical Assistance Service the reasonable and necessary costs of transporting the Insured Person to the nearest suitable Hospital

incurred outside the United Kingdom or the Insured Person's Country of Residence (if different).

Additional Covers

Continuing Medical Charges

In the event of a valid claim under Medical and Emergency Travel Expenses We will pay the reasonable and necessary cost of Hospital in-patient medical charges incurred within six months immediately following the date of the Insured Person's Repatriation to the United Kingdom up to a maximum of £50,000.

Corporate Event

In the event that a person not insured under the Travel section of this insurance attends a Corporate Event overseas and their attendance is agreed by You We will automatically include them as Insured Person(s) under the Travel section of Your insurance.

Domestic Travel Expenses

In the event of the Insured Person sustaining Accidental Bodily Injury or contracting an illness in their Country of Residence We will pay reasonable and necessary costs of

- (a) travel and accommodation for any one friend or relative who has to travel or remain with the Insured Person
- (b) transporting the Insured Person to their usual residence after a stay as an in-patient in Hospital
- (c) transporting the body or ashes to their final resting place in the United Kingdom or Country of Residence (if different)

up to a maximum of £5,000.

Foreign Coma Benefit

In the event that an Insured Person sustains Accidental Bodily Injury outside the United Kingdom or the Insured Person's Country of Residence (if different) during the Operative Time of Cover which results in a continuous unconscious state We will pay You on behalf of the Insured Person an additional sum of £50 per day for each complete 24 hour period of continuous unconsciousness up to a maximum of 730 days.

Funeral Expenses

In the event of the death of the Insured Person We will Indemnify the Insured Person's estate up to a maximum of £10,000 for the reasonable costs incurred of a funeral outside the United Kingdom or their Country of Residence (if different) or the costs of transportation of the Insured Person's body or ashes and the Insured Person's Personal Belongings back to the United Kingdom or Country of Residence (if different).

Hospital Expenses

In the event that an Insured Person is admitted as a Hospital in-patient outside the United Kingdom or their Country of Residence (if different) We will pay You on behalf of the Insured Person £50 for each complete 24 hour period that the Insured Person

Employee Benefits Business Travel (Continued)

spends as an in-patient increasing to £100 for each complete 24 hour period on public or bank holidays, up to a maximum of 365 days.

Search and Rescue Expenses

In the event that an Insured Person is reported as missing during the course of an Insured Journey and a search and rescue operation is instigated by the police, coastguard or other approved rescue authority because it is known or believed that the

- (a) Insured Person has suffered Accidental Bodily Injury or fallen ill
- (b) weather or safety conditions are such that it becomes necessary to instigate a search and rescue operation to prevent the Insured Person sustaining Accidental Bodily Injury or falling ill.

We will pay up to a maximum of £25,000 for the necessary and reasonable costs incurred in respect of that Insured Person.

Repatriation of Human Remains

In the event that an Insured Person commits suicide on an Insured Journey We will indemnify You for the reasonable costs incurred to transport the body back to the United Kingdom or their Country of Residence (if different) up to £5,000.

Emergency Medical Assistance Service

Our service will provide advice on and where appropriate arrange all medical treatment, travel and accommodation covered under Medical and Emergency Travel Expenses.

In the event of a medical emergency overseas please call **+44 1243 621066**

Our specialist emergency assistance provider has experienced multi-lingual staff who will

- Take charge of Your enquiries 24 hours a day 365 days a year and where necessary contact Hospitals and guarantee any necessary fees
- Talk to doctors and hospital staff in their own language

- Ensure medical advisers are consulted at the outset for their views on the possibility of arranging Repatriation and the best method of transportation to be adopted.

Provided medical treatment, travel or accommodation has been arranged by the Emergency Medical Assistance Service We will pay all associated costs incurred on behalf of You or the Insured Person for the following

- Making arrangements for the Insured Person to travel home and where necessary ensure they are escorted by a medical attendant
- Ensuring assistance is provided upon the Insured Person's arrival in the United Kingdom or other Country of Residence following a Repatriation
- Making arrangements for the outward and return journeys for the next of kin or other nominated person to visit a sick or injured Insured Person
- Assisting in locating and sending drugs if not available locally
- Providing advice on minor ailments.

Other Emergency Services Provided Whilst Travelling

Assistance and Guidance whilst travelling

- A phone home service if there is an emergency.
- A translation and interpretation service if You need it.
- On stolen or lost passports, driving licenses air tickets or other travel documents.
- On how to trace luggage with an airline operator if it is delayed or lost.
- On contacting local Embassies or Consulates.
- Information on languages and time zones.
- On transfer of money to You if required.

Employee Benefits Business Travel (Continued)

- On cancellation of credit cards if lost or stolen with the ability to report loss to the card provider.
- To relatives friends or employees if You are hospitalised.

Note: There may be charges for some services and You will have to pay these together with travel costs resulting from the advice You are given.

Advice Before You Travel

Our Travel Assistance Helpline can be contacted any time day or night on **+44 (0)1243 621556** and will provide advice and information on

- Visa and entry permits You may need
- Necessary vaccination and inoculation requirements and where they can be arranged
- What You should take with You in relation to first aid and health
- Currencies, travellers cheque and current exchange rates
- Languages, time zones and details of countries You will be visiting.

In addition, there is a wealth of information available on the Foreign & Commonwealth Office website which provides lots of advice for travelling including briefings for each country. This can be found at the following website address www.fco.gov.uk.

Exceptions

The following exceptions apply to Medical and Emergency Travel Expenses in addition to the Policy Exceptions at the back of this policy.

We will not be liable for any claim resulting from

- (1) medical expenses incurred when the specific purpose of the journey is for the Insured Person to receive medical treatment or advice
- (2) medical expenses arising from an illness which the Insured Person is aware of and in respect of which the Insured Person is travelling against medical advice or where a terminal prognosis has been given

- (3) medical expenses incurred whilst on an Insured Journey within the Insured Person's Country of Residence
- (4) any expenses incurred more than 24 months after the date the need for treatment first arises.

Conditions

The following conditions apply to Medical and Emergency Travel Expenses in addition to the Policy Conditions at the back of this policy.

- (1) You must contact the Emergency Medical Assistance Service if You require in-patient Hospital treatment or Repatriation otherwise We may not be able to reimburse the costs incurred.
- (2) The Emergency Medical Assistance Service must be informed immediately or as soon as reasonably possible of any potential Search and Rescue Expenses claim. A written statement from the police, coastguard or other approved rescue authority involved in the search/rescue must be obtained and submitted to Us in the event of a claim.
- (3) If We incur costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by the Emergency Medical Assistance Service to any person who is not insured under this policy, You shall reimburse Us in respect of such costs and expenses.
- (4) Payment shall not be made under Domestic Travel Expenses if a claim has been accepted under Personal Accident for Return Home Expenses, Hospital Visiting Expenses or Funeral Expenses.
- (5) Payment shall not be made under Foreign Coma benefit if a claim has been accepted under Personal Accident for Coma benefit.

Employee Benefits Business Travel (Continued)

Personal Belongings – Cover

In the event of the Insured Person suffering loss of or damage to Personal Belongings during an Insured Journey We will indemnify You or an Insured Person in respect of such loss or damage up to the sum insured shown in The Schedule.

Automatic Extensions

Temporary Loss

In the event of an Insured Person being temporarily deprived of their Personal Belongings for at least four hours from the time of arrival at their destination during an Insured Journey, We will reimburse You or the Insured Person in respect of emergency and necessary purchases subject to a maximum of £2,000 for any one claim.

Business Samples

In the event of Business Samples in the care custody or control of the Insured Person being lost or destroyed during an Insured Journey We will indemnify You in respect of such loss or damage up to £1,000.

Business Equipment

In the event of loss of or damage to Business Equipment in the care custody or control of the Insured Person during an Insured Journey We will indemnify You in respect of such loss up to £3,000.

Loss of Keys

In the event that the Insured Person loses their keys to their main permanent residence, place of work or vehicle whilst on an Insured Journey We will indemnify the Insured Person for the costs (parts and labour) of replacing the relevant locks up to a maximum of £500. We will not arrange for the work to be carried out and will not be liable for any damage caused in the process of replacing the locks.

Exceptions

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

We will not be liable for any claim resulting from

- (1) breakage of articles of a brittle nature unless caused by an accident to the conveyance in which the article is being carried
- (2) loss or damage caused by
 - (a) moth or vermin or gradual deterioration, atmospheric or climatic conditions, wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp setting or other fastening to a carrier or container)
 - (b) mechanical or electrical failure or breakdown
 - (c) any process of cleaning, dying, restoring, repairing or alteration
- (3) loss of Money
- (4) loss or damage caused by delay detention or confiscation by order of any Government or Public Authority
- (5) loss unless it is reported within the duration of the Insured Journey to any of the following: the local police or appropriate authority, hotel or tour operator and a written report in respect thereof is obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report)
- (6) loss or damage from pressure in an aircraft cargo hold
- (7) theft or attempted theft of Personal Belongings Business Samples or Business Equipment from any unattended vehicle unless kept out of sight in a locked boot or compartment or in the case of a hatchback or estate car under a purpose built luggage cover. There must be evidence that the vehicle has been broken into
- (8) loss of or damage to vehicles their parts or accessories

Employee Benefits Business Travel (Continued)

- (9) loss of or damage to Personal Belongings sent as freight or under a bill of lading
- (10) loss of Business Equipment which is insured under any other insurance policy.

Conditions

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

- (1) The Insured Person shall take all reasonable care in avoiding any loss or damage to their Personal Belongings.
- (2) We shall be entitled in the event of a loss and at Our sole option to replace any article lost (whether wholly or in part) or to reimburse You or the Insured Person not exceeding in any event the insured value thereof.
- (3) Where the Sum Insured stated in The Schedule exceeds £2,000 and any unspecified item also exceeds £2,000 the Insured or Insured Person will bear the first 25% of any amount in excess of £2,000 up to the value of the item or the Sum Insured if less.
- (4)
 - (a) Total loss or destruction of an insured item with the exception of Business Equipment shall be dealt with on a full replacement basis up to a maximum of £5,000 for any unspecified item. There will be no reduction for wear and tear and depreciation.
 - (b) Loss or destruction of any Item of Business Equipment shall be dealt with on the basis of the market value of the item at the date of the loss taking in to account wear tear and depreciation.
- (5) Any amount paid for Temporary Loss will be deducted from any subsequent payment for total loss or subsequent damage where the Temporary Loss becomes Permanent.
- (6) The Insured Person must retain any damaged articles for Our inspection. We shall be entitled to take up and keep possession of any damaged property and to deal with as salvage following such damage.

Money – Cover

Money

In the event of the Insured Person suffering the loss or theft of Money

- (a) during the course of an Insured Journey
or
- (b) occurring during the 120 hours immediately prior to such journey or the 120 hours immediately following such journey if obtained for the purposes of undertaking the Insured Journey and in the custody and control of the Insured Person.

We will indemnify You or the Insured Person in respect of such loss up to the sum insured shown in The Schedule.

Fraudulent Use of Credit Cards

If You or the Insured Person sustains financial loss as a direct result of a credit charge debit or bankers card being lost or stolen during an Insured Journey and it being fraudulently used by someone other than the Insured Person, We will indemnify You or the Insured Person for such loss up to the Sum Insured for any one Insured Journey provided that You or the Insured Person has fully complied with all terms and conditions under which such card have been issued.

Automatic Extensions

Lost or Damaged Documents

If the Insured Person sustains loss of or damage resulting in any travel documents, driving licence, visa and/or passport required for an Insured Journey becoming void during the course of the Insured Journey We will indemnify You on behalf of the Insured Person in respect of any fees charged including those charged by the appropriate consular visa and/or passport office and for any additional travel or accommodation expenses in obtaining any official or temporary travel documents or replacement visa and/or passport up to a maximum of £1,500 for any Insured Journey.

Employee Benefits Business Travel (Continued)

Theft of Documents

If an Insured Person sustains theft of any travel documents, driving licence, visa and/or passport within seven days prior to the proposed departure date of an Insured Person We will indemnify You on behalf of the Insured Person for any additional accommodation and/or travel expenses necessarily incurred prior to the proposed departure date by the Insured Person or nominated representative in travelling to and obtaining replacement documents at the nearest issuing office from which a replacement can be obtained subject to a maximum of £1,000 for any claim.

Rental Vehicle Excess

If an Insured Person on an Insured Journey sustains loss of or theft of or damage to any rental vehicle rented under a licensed rental vehicle agreement from a licensed rental vehicle company We will indemnify You on behalf of the Insured Person for any monies the Insured Person becomes legally liable to pay as an excess or deductible to the rental vehicle insurance policy up to a limit of £1,000 per event and a maximum total limit of £25,000 in any one Period of Insurance.

Exceptions

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

- (1) We will not be liable for any claim resulting from
 - (a) delay confiscation errors or omissions in receipts or payment or accountancy or depreciation in value
 - (b) loss unless it is reported to the local police or appropriate authorities within 72 hours of its discovery and a written report in respect thereof is obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report).
- (2) We will not pay for any loss or theft of a credit card, charge card or cash card which results in fraudulent use unless the Insured Person has complied with all the terms and conditions under which the card was issued.
- (3) We will not pay for any loss of or damage to a rental vehicle caused deliberately by the Insured Person.
- (4) We will not pay for any loss or damage to a rental vehicle arising from wear and tear, gradual deterioration, mechanical or electrical failure. We will also not pay for any loss or damage that existed prior to the commencement of the rental period.
- (5) We will not pay for any single loss of coins bank or currency notes in excess of £2,000 unless the insured or an Insured Person bears the first 25% of any amount in excess of £2,000, up to the value or the Sum Insured if less.
- (6) We will not pay for theft or attempted theft of Money from any unattended Vehicle unless kept out of sight in a locked boot which is separate from the passenger compartment or locked compartment or in the case of a hatchback or estate car, under a purpose built luggage cover. There must be evidence that the vehicle has been broken into.

Cancellation, Curtailment or Change of Itinerary – Definitions

The following definitions apply to Cancellation, Curtailment or Change of Itinerary in addition to the Business Travel Section Definitions and the Policy Definitions at the front of this policy. They keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Evacuate/Evacuation

The necessary emergency evacuation of an Insured Person from a country or region in which they are travelling excluding their Country of Residence following recommendations or instructions from the British Government or the government of the Insured Persons County of Residence (if different), any legally empowered regulatory governmental or local authority in the country or region in which the Insured Person is travelling, or Our Security Consultants.

Employee Benefits Business Travel (Continued)

Evacuation Expenses

Necessary and reasonable additional travel and accommodation expenses incurred by You or the Insured Person in evacuating the Insured Person to their Country of Residence or nearest place of safety.

Cover

Cancellation

If You or the Insured Person are forced to cancel an Insured Journey as a direct and necessary result of any cause outside Your or the Insured Person's control We will reimburse You or the Insured Person for all non returnable deposits advance payments and other charges paid or due to be paid by You or the Insured Person for travel and accommodation in respect of the Insured Journey up to the sum insured shown in the Schedule subject to a maximum payment of £50,000 in the aggregate in respect of any one incident.

Curtailment

If You or the Insured Person are forced to cut short an Insured Journey and return to the United Kingdom or normal Country of Residence (if different) as a direct and necessary result of any cause outside Your or the Insured Person's control We will reimburse You or the Insured Person up to the sum insured shown in the Schedule for

- (a) all non returnable deposits advance payments and other charges paid or due to be paid by You or the Insured Person for travel and accommodation in respect of the Insured Journey
and
- (b) the reasonable additional cost of travel and accommodation necessarily incurred to return You or the Insured Person to the United Kingdom or normal Country of Residence (if different).

Replacement

When an Insured Journey has been cut short following departure as a direct and necessary result of any cause outside Your or the Insured Person's

control We will reimburse You for the reasonable additional cost of travel and accommodation necessarily incurred as a direct result of

- (a) returning You or the Insured Person to the United Kingdom or normal Country of Residence (if different)
- (b) sending a replacement to assume the duties of the original Insured Person

up to a limit of £10,000.

Change of Itinerary

If following departure You or the Insured Person are forced to alter pre-booked travel arrangements in connection with an Insured Journey as a direct and necessary result of any cause outside Your or the Insured Person's control We will reimburse You or the Insured Person for the reasonable additional costs of travel and accommodation necessarily incurred to enable You or the Insured Person to continue that Insured Journey up to the sum insured shown in The Schedule.

Evacuation Cover

If following departure on an Insured Journey the Insured Person is forced to Evacuate as a result of any cause outside Your or the Insured Person's control We will pay You on behalf of the Insured Person all Evacuation Expenses incurred up to a maximum limit of £50,000 for all claims in any one Period of Insurance.

Conditions

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

- (1) You **must** consult Our Security Consultants immediately in the event of any incident, event or circumstance that might give rise to a claim under Evacuation cover. If You do not You may lose Your right to any claim under this section. Telephone +44 207 741 2074.

Employee Benefits Business Travel (Continued)

Exceptions

The following exceptions apply to Cancellation, Curtailment or Change of Itinerary in addition to the Policy Exceptions at the back of this policy.

We will not be liable for any claim resulting from

- (1) the Insured Person travelling against or planning to travel against the medical advice of a Qualified Medical Practitioner or for the purpose of obtaining medical treatment
- (2) disinclination to travel or if on an Insured Journey, deciding not to continue
- (3) Your or an Insured Person's financial circumstances
- (4) redundancy or resignation of an Insured Person or the termination of an Insured Person's contract of employment within 30 days of a pre-booked Insured Journey or once an Insured Journey has started
- (5) the financial failure or omission or neglect of any provider or its agent of transport or accommodation
- (6) withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the Insured Person is due to depart from the United Kingdom such Insured Person is prevented from taking their trip due to
 - (a) airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary
 - (b) an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/ itinerary
- (7) strike, labour dispute or failure of the means of transport other than where the departure of any means of transport on which the Insured Person is booked to travel is delayed by at least 24 hours unless the delay is due to a strike or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the Insured Journey was booked
- (8) You or the Insured Person violating the laws or regulations of the country in which they are travelling
- (9) an Insured Person failing to check in according to the itinerary provided unless the failure was due to strike or industrial action
- (10) You or the Insured Person failing to produce or maintain immigration work residence or similar visas permits or documents for the country to which they are travelling
- (11) Evacuation of nationals of the country involved
- (12) regulations made by any Government or public authority
- (13) any claim where it is subsequently found that the person involved is not an Insured Person. Any costs incurred in this event shall be Your sole responsibility.

All claims must be supported by documentary evidence that the Insured Person has been unable to obtain a refund from their travel and/or accommodation provider

Travel Delay – Cover

We will compensate You for

Travel Delay

If the outward or homeward departure of an aircraft, train, or sea vessel in which You or the Insured Person have booked to travel is delayed due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, train, or sea vessel

or

Seat Bumping

If the Insured Person has to travel on a later departure due to the transport provider concerned overbooking

Employee Benefits Business Travel (Continued)

which results in delay for at least 4 hours from the departure time indicated by the carrier by the amount of £50 for each complete hour in excess of 4 hours delay up to a maximum of £750 per insured person.

Exceptions

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

We will not be liable for any claim resulting from

- (1) the failure of You or the Insured Person to check in not later than the time indicated by the carriers
- (2) the failure of You or the Insured Person to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay
- (3) withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the Insured Person is due to depart from the United Kingdom such Insured Person is prevented from taking their trip due to
 - (a) airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary
 - (b) an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/ itinerary

All claims must be supported by documentary evidence that the Insured Person has been unable to obtain a refund from their travel and/or accommodation provider

- (4) the failure of the Insured Person to accept alternative equivalent means of transport within the period of delay where this is offered on reasonable terms in lieu of the original mode of conveyance

- (5) strike labour dispute or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the Insured Journey was booked.

Missed Departure – Cover

We will indemnify You for reasonable additional accommodation and transport expenses necessarily incurred in order for You or the Insured Person to reach Your or their final destination caused by You or their late arrival at any departure point shown on Your or their itinerary to start the Insured Journey caused by

- (1) the public transport used by You or the Insured Person being delayed
- (2) the car You or the Insured Person are travelling in being involved in an accident
- (3) the car You or the Insured Person are travelling in breaking down

up to a limit of £1,000.

Exceptions

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

We will not pay any claim

- (1) If the Insured Person does not do everything possible to get to the International Departure Point from or to the United Kingdom for the time specified on the travel tickets
- (2) Unless a police report or Insurer's accident report form has been obtained showing the time and place of the accident
- (3) Unless a written repairer's report has been obtained if claiming because the vehicle the Insured Person was travelling in has broken down.

Employee Benefits Business Travel (Continued)

Hijack and Kidnap and Ransom – Definitions

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

Consultants Costs

Fees and expenses of Our Security Consultants reasonably and necessarily incurred in response to a Kidnap including but not limited to Ransom Monies.

Ransom Monies

A reasonable consideration paid or promised to be paid to a person or group believed to be responsible for Kidnap which is necessarily incurred to terminate the Kidnap.

Cover

In the event of the conveyance in which an Insured Person is travelling being subject to Hijack during an Insured Journey and the Insured Person being detained as a result for a period in excess of 24 hours or if during an Insured Journey the Insured Person is detained as a result of Kidnap We will indemnify You on behalf of the Insured Person as below

- (a) Hijack
 - £500 per day for each complete period of detention
 - (b) Kidnap
 - £500 per day for each complete period of detention
- to a maximum of £25,000 in total for any one occurrence
- and
- (c) Kidnap and Ransom
 - Consultants Costs incurred solely and directly as a result of Kidnap outside the United Kingdom or the Insured Person's Country of Residence (if different) up to a maximum total limit of £250,000 in any one Period of Insurance.

Exceptions

The following exceptions apply to Hijack and Kidnap and Ransom in addition to the Policy Exceptions at the back of this policy.

We will not be liable for any claim

- (1) for an Insured Person within the United Kingdom or their normal Country of Residence (if different)
- (2) relating to any criminal or fraudulent act of The Policyholder or the Insured Person
- (3) if The Policyholder or the Insured Person has had Kidnap insurance declined or cancelled in the past
- (4) for an Insured Person whilst on an Insured Journey in excess of 60 days duration unless referred to and agreed by Us in writing
- (5) for any Kidnap which occurs in Afghanistan, Columbia, Mexico, Nigeria, Phillipines or Venezuela unless agreed by Us in writing
- (6) for any sums You become legally liable to pay as the result of any legal action for damages including legal costs incurred by You in defence of such action as the result of alleged negligence or incompetence in hostage retrieval or negotiations following Kidnap or alleged negligence in not preventing Kidnap.

Extensions to Cover

Life Threatening Situation Expenses

In the event that an Insured Person becomes involved in a situation where Our Security Consultants agree that the Insured Person's life is in danger We will pay You for any reasonable and necessary costs incurred by Our Security Consultants in extricating the Insured Person from such situation up to a maximum limit of £25,000 for all claims in any Period of Insurance.

All decisions are intelligence based: Our in-house analysts monitor the situation in the country concerned and where possible We establish contact with a consultant in that country. Every situation is unique and the decision to deploy on-ground consultants will be based on the traveller and their individual needs assessed by Our Security Consultants.

Employee Benefits Business Travel (Continued)

Exceptions

The following exceptions apply to Life Threatening Situation Expenses Cover in addition to the Policy Exceptions at the back of this policy.

We will not be liable for any Life Threatening Situation Expenses claim

- (1) where the life threatening situation is due to any unpaid debt or criminal or fraudulent act of the Insured Person
- (2) incurred in the United Kingdom or the Insured Persons Country of Residence (if different)
- (3) where the Insured Person has deliberately exposed themselves to undue peril
- (4) where after commencement of an Insured Journey, warnings to leave have been given by Our Security Consultants or the British Government via the Foreign and Commonwealth Office and the warnings have not been acted upon in a timely manner
- (5) incurred in relation to Hijack or Kidnap
- (6) incurred where the Insured Person was on an Insured Journey exceeding 60 days
- (7) for any sums the Insured Person becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by You in defence of such action as the result of alleged negligence or incompetence in extrication from the life threatening situation or alleged negligence in not preventing the involvement of the Insured Person in such a situation.

Conditions

The following conditions apply to Hijack and Kidnap and Ransom in addition to the Policy Conditions at the back of this policy.

- (1) You must make a reasonable effort not to disclose the existence of this insurance.
- (2) You must inform Our Security Consultants immediately in the event of any circumstances that could give rise to a claim under this section. Their telephone number is +44 207 741 2074.

- (3) You must provide Our Security Consultants with all assistance and information in a timely manner and must not attempt to make arrangements without the involvement and/or agreement of Our Security Consultants.

Personal Liability – Cover

We will indemnify the Insured Person for sums which the Insured Person shall become legally liable to pay as damages and the Insured Person's proper costs and expenses in respect of Accidental death or Accidental Bodily Injury to any other person or Accidental loss of or damage to material property of any other person.

All costs and expenses incurred with Our written consent in respect of any claims against You shall be payable in addition notwithstanding that Our total liability does not exceed the limit of liability shown in The Schedule.

Exceptions

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

We will not be liable for any claim arising from

- (1) any liability in respect of Accidental death or Accidental Bodily Injury sustained by any member of the Insured Person's family or any person who is under a contract of service with You and which arises out of and in the course of their employment by You or liability arising in connection with any business profession or occupation
- (2) liability for loss of or damage to property belonging to or in the custody or control of the Insured Person, their family or of any employee or agent of the Insured Person or liability arising out of the ownership possession or use by the Insured Person of any land or buildings
or
liability arising from the ownership possession or use of any mechanically propelled vehicle aircraft hovercraft or watercraft (other than hand propelled watercraft) under the control of the Insured Person

Employee Benefits Business Travel (Continued)

- (3) liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person in the absence of such agreement
- (4) liability which is the result of any claim resulting from the transmission of any communicable disease or virus
- (5) liability which is the result of any wilful malicious or unlawful act
- (6) any punitive or exemplary damages.

Conditions

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

- (1) The Insured Person shall give immediate notice to Us of any occurrence for which there may be liability under this Policy and shall provide Us with such particulars and information as We may require and shall forward to Us immediately on receipt every letter, writ, summons and process and shall advise Us in writing immediately the Insured Person has knowledge of any impending prosecution inquest or fatal inquiry in connection with the said occurrence.
- (2) Neither You nor any Insured Person must admit any liability or pay, offer to pay or negotiate any claim without Our prior written consent.
- (3) We shall be entitled at Our discretion to take over and conduct in the name of the Insured Person the defence or settlement of any claim and to prosecute at Our own expense and for Our own benefit any claim for indemnity or damages against any other person(s) and the Insured Person shall give all information and assistance required.
- (4) We may at any time at Our sole discretion pay to the Insured Person a sum equal to the limit of indemnity for Personal Liability stated in The Schedule in respect of any occurrence or any lesser sum(s) for which the claim or claims arising from such occurrence can be settled and We shall not be under any further liability

in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.

- (5) In the event of a claim or series of claims resulting in the liability of the Insured Person to pay a sum in excess of the limit of indemnity for Personal Liability stated in The Schedule Our liability for such costs and expenses shall not exceed an amount being in the same proportion as Our payments to the Insured Person bear to the total payment made by or on behalf of the Insured Person in settlement of the claim or claims.
- (6) Our liability under Personal Liability for all damages payable by the Insured Person to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the limit of liability shown in The Schedule.

Legal Expenses – Definitions

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

Appointed Representative

The lawyer or other suitably qualified person

- (1) appointed by Us to act on Your behalf
- (2) nominated by You.

Costs and Expenses

- (1) All reasonable and necessary legal costs charged by the Appointed Representative and agreed by Us.
- (2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to or authorised.

Legal Proceedings

Legal action for the pursuit of a claim for damages.

Employee Benefits Business Travel (Continued)

Medical Treatment

The consultation in respect of and treatment of an illness or bodily injury conducted by a Qualified Medical Practitioner or dental practitioner who is or has been responsible for the clinical care of an Insured Person.

Prospects of Success

In respect of all claims it is always more likely than not that an Insured Person will

- (1) recover damages or obtain any other legal remedy which We have agreed to
- (2) make a successful appeal or defence of an appeal.

Prospects of Success will be assessed by Us or an Appointed Representative on Our behalf.

Territorial Limits

The geographical limit stated in The Schedule.

Cover

We will negotiate on Your behalf for Your legal rights to bring Legal Proceedings to pursue a civil claim resulting from an incident, for which You are not at fault which causes the death of or personal injury to an Insured Person during an Insured Journey, provided that

- (1) the insured incident occurs within the Territorial Limits and during the Period of Insurance
- (2) Prospects of Success exist for the duration of the claim
- (3) in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal
- (4) the maximum amount We will pay for Costs and Expenses for any one Insured Person in respect of any or all claims arising from one cause is £50,000
- (5) an Insured Person or their legal representative reports an insured incident as soon as possible and in any event no later than 180 days after

the date the Insured Person knew or should have known about the insured incident.

Conditions

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

(1) Claims – An Insured Person's Duty

An Insured Person must report an insured incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the insured incident.

(2) Claims – Legal Representation

- (a) On acceptance of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) If it is necessary to start court proceedings or there is a conflict of interest, You are free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person.
- (c) If We do not agree to Your choice of Appointed Representative under condition 2b above, You may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent You. We and You must accept such choice.
- (e) In all other circumstances We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by Us and represent You according to Our standard terms of appointment (which may include a 'no win no fee' agreement). The Appointed Representative must co-operate with Us at all times.

Employee Benefits Business Travel (Continued)

(3) Claims – Our Rights and Your Obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.
- (b) You must co-operate fully with Us and the Appointed Representative and must keep Us up-to-date with the progress of the claim.
- (c) At Our request You must give the Appointed Representative any instructions that We require.
- (d) You must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If You do not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further costs and expenses.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.

(4) Discontinuance of a Claim

If You

- (a) settle a claim or withdraw a claim without Our prior agreement
- (b) do not give suitable instructions to the Appointed Representative
- (c) dismiss an Appointed Representative without Our prior consent

the cover We provide will end immediately and We will be entitled to re-claim from You any Costs and Expenses We have incurred.

(5) Recoveries

You must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

(6) Disputes

If any difference arises between Us and You in respect of the acceptance, refusal, control or handling of any claim under this section, You can take the steps outlined in Our complaints procedure stated under Our Promise of Service.

(7) Arbitration

You have the right to refer any difference that arises between Us and You in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by Us and You.

If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.

The arbitrator's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

The Most We Will Pay

The most We will pay for each Insured Person in respect of any or all claims arising from one cause is £50,000.

Endorsements

This Section is subject to any Endorsements stated in The Schedule as applying.

Employee Benefits Business Travel (Continued)

Exceptions

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

We will not pay any claim

- (1) if You do not keep to the terms, conditions and exceptions under Legal Expenses
- (2) where You are more specifically insured under another policy or in respect of any amount which You cannot recover from a more specific insurance because the insurer of that insurance refuses the claim
- (3) relating to the Insured Person driving a motor vehicle without a valid licence and/or insurance
- (4) relating to any illness, death or bodily injury which develops gradually or is not caused by a specific sudden event
- (5) arising from Deep Vein Thrombosis (DVT) or its symptoms that result from travelling by air
- (6) in respect of libel or slander
- (7) for Costs and Expenses incurred prior to Our written acceptance of a claim
- (8) for Costs and Expenses which have been incurred by the Appointed Representative on a contingency fee basis
- (9) in respect of any legal action an Insured Person takes which We have not agreed to or where an Insured Person does anything to hinder Us or the Appointed Representative
- (10) deliberately or intentionally caused by the Insured Person or as a result of the Insured Person's criminal act
- (11) for any fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority
- (12) in respect of an application for judicial review
- (13) 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
- (14) for a dispute with Us other than as catered for in conditions 6 and 7 Legal Expenses
- (15) against a tour operator, travel agent, insurer or their agent, a member of Your family, another Insured Person under this policy, the Policyholder or Us
- (16) for anything mentioned in the Policy Exceptions at the back of this booklet.

Marine Cargo

Section One – 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, except when used 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.

Certificate of Insurance

The document produced by Us (or on Our behalf) as evidence of insurance.

The Schedule

The document which specifies details of The Policyholder, subject matter insured and any excesses, endorsements and conditions applying to the policy.

We/Us/Our/Aviva

Aviva Insurance Limited.

You/Your/The Policyholder

The persons, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

Premises

Shall mean that portion(s) of a building of substantial construction used by You for the storage of the subject matter but shall not include any yard, compound, garden or open space.

Substantial Construction

Shall mean built only of brick and/or stone and/or concrete and/or steel frame and steel construction &/or plastic coated metal profile sheet on steel frame above brick with a slate and/or tiled and/or metal and/or asbestos and/or concrete roof.

Vehicle

Any one road vehicle and shall include trailer or trailers or container or containers combined.

Container

Any container, tank-tainer, demountable body, flat or similar unit (including ancillary equipment whilst attaching to such unit).

Unattended

Where neither You nor any person(s) authorised by You have the subject matter insured (or any Vehicle on which it is loaded) under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the subject matter insured and/or Vehicle.

Section Two – General Conditions

The following conditions apply to Your policy.

(1) Cancellation

This insurance may be cancelled at any time in writing by either You or Us giving

- (a) 7 days notice in respect of risks covered by the Institute War Clauses.
- (b) 7 days (or 48 hours in respect of shipments to or from the United States of America) notice in respect of risks covered by the Institute Strikes Clauses.
- (c) 30 days notice in respect of all other risks.

Notice shall commence at midnight on the day when it was issued but cancellation shall not apply to any risks which have attached in accordance with the terms of this policy before the cancellation becomes effective.

(2) Certificates

If We provide You with and/or authorise You to issue certificates it is a condition that You

- (a) only use certificates for shipments which are covered by this policy.
- (b) do not amend the printed policy conditions or exceed the shipment limit specified in The Schedule without Our prior written approval.

Marine Cargo (Continued)

- (c) ensure each certificate is properly countersigned by one of Your authorised representatives.
- (d) never complete a certificate after known loss or damage without Our prior written approval.

Certificates can be produced through our online system at www.avivamarine.com, please contact your broker to arrange access.

(3) Declaration

It is a condition of this contract that You declare every consignment without exception to Us as soon as possible in accordance with the basis of valuation and the declaration procedure specified in The Schedule. We will accept up to, but not exceeding, the sum specified in The Schedule in respect of any one vessel, aircraft or conveyance. Where the policy is subject to periodic declaration, You should carefully record details of the shipments in the manner agreed and submit each declaration to Us as soon as possible after the end of each declaration period to enable Us to calculate any additional premium due. Declarations can be made quickly and easily online to us at www.avivamarine.com, using our online system.

We may, at any reasonable time, inspect Your records to check compliance with the procedures set out above.

(4) Non-Adjustable Policies

If your schedule states that your policy is Non-Adjustable the premium is based on the estimated sendings that you have supplied to us. If you exceed these, within the policy period, underwriters reserve the right to charge an additional premium to cover these sendings.

(5) Errors and Omissions

You will not lose your right to indemnity due to unintentional error or omission in declaring consignments under this policy to Us, provided that You advise Us of such errors or omissions as soon as You are aware of them.

(6) Marine Insurance Act (1906)

All provisions of the above Act shall apply to this Policy except where they conflict with any express term(s) of the Policy.

(7) Non Contribution

We will not pay for any loss, damage or expense to the subject matter insured which, If this insurance did not exist, is or would be covered at the time of such loss, damage or expense under any other insurance. In such circumstances We shall only pay for any excess beyond the amount that would have been payable under the other Insurance if this insurance had not been effected.

(8) (a) Own Vehicle Conditions

The following conditions shall apply to any Vehicle owned by You or under Your control containing the subject matter insured:

- (1) It is a condition of this policy that:
 - (i) the Vehicle is maintained in an efficient and roadworthy condition
 - (ii) all ropes, sheets, tarpaulins and the like are maintained in an efficient condition
 - (iii) all protective appliances and locking devices are installed in accordance with the manufacturers' recommendations, in operation, properly and suitably maintained and neither withdrawn nor varied without Our consent.
- (2a) When a Vehicle is left loaded and Unattended during the ordinary course of transit the following conditions shall also apply
 - (i) the ignition key shall be removed from the Vehicle
 - (ii) all doors, windows and other openings shall be securely closed and properly fastened
 - (iii) all protective appliances, alarms, immobilisers and locking devices shall be put into effect in accordance with the manufacturers' instructions

Marine Cargo (Continued)

- (iv) if the Vehicle is fitted with a boot or similar compartment the subject matter insured must be kept there
 - (v) if the Vehicle is an estate or a hatchback Vehicle the subject matter insured must be kept under the load cover or parcel shelf or otherwise covered over and hidden from view.
- (2b) We will not pay for any loss of or damage to the subject matter insured caused by theft if the Vehicle is loaded and Unattended during the ordinary course of transit at the end of any normal working day or on any non-working days unless the Vehicle is
- (i) kept in a fully enclosed, securely locked building of Substantial Construction or
 - (ii) in a permanently attended Vehicle security park or compound secured by locked gates
or
 - (iii) in a public car park with an authorised attendant on duty at all times

(b) Own Vehicle Overnight Co-Insurance Conditions

If You are unable to comply with part (2b) of the Own Vehicle Conditions then We may elect:

- (i) to treat You as your own insurer for 20% of the total sum insured in respect of the subject matter insured,
or
- (ii) that You shall bear the first £500 of each and every claim,
whichever is the greater.

Section Three – Additional Cover

This Section has been specially designed to protect Your business interests and Your brand and extends the policy cover beyond the protection provided by the Institute and Joint Cargo Committee Clauses, subject to the terms and conditions of the policy.

All of the following covers apply to Your policy

Additional Discharge Expenses

If the subject matter insured is damaged by a loss recoverable under this policy We will pay the additional costs which You necessarily and reasonably incur

- (1) to unload, discharge, handle and store the damaged and/or sound subject matter insured
- (2) to re-load, transport and forward the damaged and/or sound subject matter insured to their original intended destination

by any means whatsoever.

Airfreight Replacement

If the subject matter insured are irretrievably lost or damaged by a loss recoverable under this policy and irrespective of whether the subject matter insured were originally sent by air, We will pay for the reasonable costs of airfreighting

- (1) the damaged subject matter insured to the repairer for repair and return
or
- (2) replacement subject matter insured or parts from the supplier

The maximum amount We will pay is £50,000 for any one incident.

Marine Cargo (Continued)

Brand and/or Trademark Protection

Notwithstanding anything to the contrary If any subject matter insured bearing Your name and/or brand and/or trademark is damaged by a loss recoverable under this policy and in Your opinion is unfit for marketing You may, following agreement with Us, either

- (1) destroy the damaged subject matter insured; in which case We will pay a partial or total loss, as applicable;
or
- (2) return the damaged subject matter insured to Your factory for re-conditioning and/or re-manufacture and/or re-processing; in which case We will pay all reasonable costs associated with the return transit and the cost of returning the damaged subject matter insured to a marketable condition;
or
- (3) sell the damaged subject matter insured after removing Your name and/or brand and/or trademark; in which case We will pay the sum insured plus the cost of removing any identifying marks less the sale proceeds.

The maximum amount We will pay under this clause shall not exceed the sum insured of the subject matter which is damaged, notwithstanding anything to the contrary.

Concealed Damages

Any loss of or damage to the subject matter insured which is discovered only when the cartons, cases and/or packages are opened shall be deemed to have occurred during transit, irrespective of when Your interest attached, and shall be paid for accordingly unless there is proof to the contrary.

It is a condition of this policy that any carton, case and/or package which show signs of damage is opened immediately upon delivery.

This clause shall only apply when the loss is discovered within 60 days of the delivery of the subject matter insured providing such delivery is affected and in accordance with Duration – 8. Transit Clause of the Institute Cargo Clauses.

Debris Removal

We will pay costs and expenses reasonably incurred by You to remove and/or dispose of and/or destroy the debris of the damaged subject matter insured following a loss recoverable under this policy.

The amount payable under this clause shall be in addition to the indemnity provided elsewhere in this insurance but shall be limited to 20% of the insured value of the subject matter insured which is lost or damaged.

We will not pay for

- (a) any expense or liability incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability thereof.
- (b) costs incurred in respect of obligations under pollution statutes or the actions of Governmental or other executive bodies.

Duty

In the event of loss of or damage to the subject matter insured by a loss recoverable under this policy We will indemnify You for any excise duty which You pay and are unable to recover despite such loss or damage.

We will also indemnify You for duty relating to general average, salvage and/or salvage charges provided that it has become payable.

When We pay a claim for duty under this clause any rebate or refund of duty shall be credited in full to Us.

We will not pay any claim for duty unless the value of such duty has been declared to Us.

The onus of proving that the exact requirements of this Clause have been complied with shall rest with You.

Fumigation

We will pay for fumigation expenses incurred by You to minimise or avoid a loss recoverable under this policy.

We will pay for loss of or damage to the subject matter insured caused by fumigation, provided that such fumigation is not customary and is beyond Your control.

Marine Cargo (Continued)

General Average

We will pay general average and salvage charges in full without reference to insured and contributory values.

Insurance Premium Tax / Overseas Tax

We will calculate Your insurance premium (or similar) tax liability at the applicable rate on all taxable insurance premium(s) and You agree to pay to Us all amounts due. Late notification by Us of any tax due as a result of de minimus rules being exceeded or any other reason will not reduce or negate Your liability to pay the tax.

Labels

In the event of loss or damage recoverable under this policy which affects only the labels, wrappers and/or capsules of the subject matter insured We will pay only for the cost of new labels, wrappers and/or capsules and the cost of re-labelling.

The maximum amount We will pay under this cover will not exceed the sum insured of the subject matter which is being relabelled/re-wrapped and/or re-encapsulated.

Non-Delivery

In the event of a claim for non-delivery and if the goods remain unlocated, provided You have taken all reasonable and practicable steps to locate the subject matter insured, We will pay Your claim in full after 60 days counting from the date;

- (1) the overseas vessel arrived at the port of discharge.
- (2) the aircraft arrived at the airport of discharge.
- (3) the subject matter insured should have arrived at the final destination if carried by road vehicle.

Any payment under this cover shall not be deemed to be an acceptance of abandonment by Us.

Pairs and Sets

If the subject matter insured consists of articles which form a pair or set We will pay only for the proportionate sum insured of the article lost or damaged, without reference to any special value the damaged article may have as part of a pair or set.

Packers' Premises

We will pay for loss of or damage to the subject matter insured by a loss recoverable under this insurance while at packers' premises for a period not exceeding 30 days. We will hold You covered for periods in excess of 30 days at a rate to be arranged provided You give Us prompt notice.

This extension shall not apply to consolidation services performed by a freight forwarder, carrier or other logistics service provider unless such services also include the professional packing and preparation of the subject matter insured for transit.

If the subject matter insured is not suitably and sufficiently packed and prepared for the transit to the packer's premises, cover will be limited to Institute Cargo Clauses (C)CL.384 01/01/2009 including the risks of non-delivery of the entire consignment, theft and pilferage.

We will not pay for any loss of or damage to the subject matter insured caused by the packing process.

Pollution Hazard

We will pay for loss or damage to the subject matter insured caused by Governmental authorities acting in the public interest to prevent or mitigate a pollution hazard following a loss recoverable under this policy to the subject matter insured.

Returned Goods

If the subject matter insured covered by this policy, is returned for any reason by the receiver, cover will be continuous provided that the subject matter insured is returned within 30 days, the goods have not been used or subjected to any process and the insurable interest has remained with or reverted to the original sender.

It is a condition of this cover that the value of the subject matter insured is declared to Us and the appropriate premium, to be agreed, paid.

Marine Cargo (Continued)

Returned Goods (Sale or Return, Warranty replacement, Repair or refurbishment)

If the subject matter insured covered by this policy is returned for warranty replacement, repair and/or refurbishment by the receiver, or is sold on a sale or return basis and is returned by the receiver, cover will be continuous provided that the subject matter insured is returned within 30 days, and the insurable interest has remained with or reverted to the original sender. It is a condition of this cover that the value of the subject matter insured is declared to Us and the appropriate premium to be agreed, paid.

Claims under this clause are subject to a Maximum Limit of 10% of the Total Sum Insured any one Loss and subject to a Deductible of £500 any one Loss.

Seals Intact

Claims in respect of theft, shortage or non-delivery of a whole package or item shipped in a container or full vehicle load shall not be invalidated solely because the seals appear intact provided You supply Us with

- (1) documentary evidence that the package or item was loaded into the container
and
- (2) a copy of the discharge tally sheet or claused delivery notes to substantiate the loss.

Segregation

If, following a loss recoverable under this policy, it is necessary for You, in order to avert or minimise further loss or damage, to sort or segregate damaged from undamaged subject matter insured, then We will pay for the necessary, extraordinary and reasonable costs incurred in so doing.

Sheets, Ropes and the like

We will pay for loss or damage to sheets, ropes, dunnage, securing chains and toggles owned by You whilst in transit and caused by a loss recoverable under this policy.

The maximum amount We will pay under this cover shall be in addition to the indemnity provided elsewhere in this insurance but shall be unlimited in respect of each claim.

Re-packing Costs

We will pay for the reasonable cost of re-packing, re-cartoning, re-baling, re-bagging and/or re-palletising the subject matter insured following loss of or damage to goods following an insured peril provided that these are reasonable and necessary to prevent further loss of or damage to the subject matter insured under this policy.

Transit Clause Extension

The Duration – Transit Clause 8.8.1 of the Institute Cargo Clauses (A) CL382 01/01/2009 is extended so that this insurance attaches from the time the subject matter insured is first moved in the warehouse or at place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit or for the purpose of temporary storage on the carrying vehicle or other conveyance for a period not exceeding 96 consecutive hours when within Your custody and control and continues in accordance with this Clause throughout the ordinary course of transit and until loaded at the place where this insurance terminates.

When the subject matter insured is stored on a Vehicle under Your custody and control the terms and conditions of the Own Vehicle Conditions must be fully complied with.

Voyage Extension

Provided You give us prompt notice We will hold You covered, at a premium and conditions to be agreed, if the ordinary course of transit of the subject matter insured

- (1) takes more than 60 days from the time it is discharged over side the overseas vessel at the final port of discharge
or
- (2) takes more than 30 days from the time it is unloaded from the aircraft at the final place of discharge.

Marine Cargo (Continued)

Section Four – Extensions to cover

The following covers only apply if specified on The Schedule

Engineers &/or Sales Representatives Tools &/or Samples / Equipment

The Policy is extended to cover tools, demonstration, samples, test and service equipment belonging to You, or for which You are responsible. The cover is subject to the Own Vehicle Conditions contained within this Policy.

We will not pay for:

- (1) loss of or damage caused by trial test or operation or any process involving their use
- (2) theft unless following violent and forcible entry into locked store or building of substantial construction or motor vehicle
- (3) ordinary wear and tear or gradual deterioration
- (4) theft of laptops &/or mobile phones &/or mobile communication equipment.

Exhibitions and Demonstrations

(A) We will pay for loss of damage to

- (1) the subject matter insured
- (2) display and exhibition stands, fixtures and fittings
- (3) promotional literature and/or
- (4) audio and visual presentation equipment, including lap top computers, subject to a maximum limit any one location and/or loss of £1000

whilst in transit to and from and while at exhibition and/or trade fairs and/or demonstration sites, including during

- (a) packing and unpacking
- (b) assembling and dismantling
- (c) erecting and siting.

We will not pay for:

- (1) loss or damage which is due to or directly results from any process of use, trial, testing or repair
- (2) losses arising from theft unless:
 - (i) there is evidence of forcible entry into and exit from the exhibition building
or
 - (ii) there is evidence of forcible entry into a cabinet, a room or other facility at the exhibition in which the goods were stored
- (3) loss or damage to goods not forming part of the exhibition, trade fair or demonstration site which are specifically insured elsewhere

All packing, loading and unloading must be performed or supervised by You or one of Your responsible employees.

(B) Exhibition Charges

If the subject matter insured destined for exhibition are lost or damaged en-route to the exhibition, by a loss recoverable under this policy, and Your attendance at the exhibition is consequently cancelled, we will pay for Your exhibition fees.

The maximum amount We will pay under this cover is £5,000.

Marine Cargo (Continued)

Section Five – Special Conditions

All of the following Special Conditions apply to Your policy.

Cutting Clause

In the event of the subject matter insured being damaged in such a way as to be reasonably usable if cut to a shorter length or width, Underwriters only to pay the insured value of the damaged part cut off.

Derangement Clause

Excluding electrical, mechanical and/or electronic derangement unless caused by a peril insured against.

Postal Sendings

If the subject matter insured is despatched by postal services and valued £1,000 or more per package and/or parcel it must be

- (1) insured for the minimum amount available with the postal service
or
- (2) despatched via a system which provides evidence of both posting and delivery

Process

We will not pay for any loss or damage to the subject matter insured, which is due to or directly results from any process of use, testing or repair.

Second-hand and/or Used and/or Damaged And/or Unpacked Goods

We will not pay for any loss of or damage to:

- second-hand and/or used goods which have not been fully reconditioned and/or refurbished
- damaged goods
- unpacked goods

which is attributable to:

- rust, oxidation and/or discoloration
- chipping, denting, scratching, bruising and cost of repainting
- twisting, bending and distortion

unless it can be proved that such loss or damage has occurred as a result of a peril insured against during the insured transit.

Section Six – Contingency Cover

Buyers Interest / Sellers Interest

This policy covers Your financial contingent interest in any goods and/or merchandise relating to Your business for which You have no responsibility to insure under the terms of sale during the insured transit where the:-

- (a) Interest in the goods and/or merchandise reverts or attached to You during transit and
- (b) (i) cover effected on Your behalf is more restrictive than that provided under this policy or,
(ii) other party failed to effect insurance.

Such goods and/or merchandise shall be covered continuously during any period of insurance whilst awaiting resale or return including any additional transit resulting from any such resale or return.

This extension shall only apply where You are unable to secure indemnity under the insurance effected by the buyer or seller and provided that;

- (a) You have not divulged the existence of this insurance to the seller or buyer, their insurers or any other interested third party
- (b) You take all reasonable steps to invoke the terms of the contract of sale and obtain reimbursement from the buyer or seller and /or any other interested party
- (c) You have acted at all times as a prudent uninsured.

The basis of valuation under this Extension shall be invoice price and freight.

This clause is not deemed to be double insurance,

This clause does not apply to shipments to any territories specified as Excluded Territories within the Schedule, if applicable.

Marine Cargo (Continued)

Section Seven – Institute and Joint Cargo Committee Clauses

The following clauses are standard marine market wordings. The Institute Clauses referred to in the policy, The Schedule and endorsements are those current at the inception of this contract. If these clauses are revised during the period of the contract, and provided we give You at least 30 days notice, the revised Institute Clauses shall apply to risks which attach on or after the date of expiry of this notice.

Cargo Accumulation Clause JC2012/010

Should there be an accumulation of the subject matter insured whilst in transit beyond the conveyance limits expressed in this insurance by reason of any interruption of the transit beyond the control of the insured and/or by reason of any casualty and/or at a transhipping point and/or on a connecting vessel or conveyance it is agreed that this insurance shall attach for the full amount at risk subject to insurers' liability being limited to a maximum of 200% of the relevant conveyance limit provided notice is given to insurers as soon as practicable by the insured of such accumulation.

Cargo ISM Endorsement JC 98/019

Applicable to shipments on board Ro-Ro passenger ferries.

Applicable with effect from 01 July 1998 to shipments on board

- (1) passenger vessels transporting more than 12 passengers
and
- (2) oil tankers, chemical tankers, gas carriers, bulk carriers
and
- (3) cargo high speed craft of 500 gt or more

Applicable with effect from 01 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500gt or more.

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or

whose owners or operators do not hold ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, You were aware, or in the ordinary course of business should have been aware

- (a) either that such vessel was not certified in accordance with the ISM Code or
- (b) that a current ISM Code Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

Cargo ISM Forwarding Charges Clause

(For use only with JCC Cargo ISM Endorsement JC 98/019)

In consideration of an additional premium to be agreed, this insurance is extended to reimburse You, up to the limit of the sum insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject matter to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due to either

- (a) such vessel not being certified in accordance with the ISM Code or
- (b) a current ISM Code Document of Compliance not being held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms conditions and exclusions contained in the policy and to JCC Cargo ISM Endorsement JC98/019.

Marine Cargo (Continued)

Contracts (Rights of Third Parties) Act 1999 Exclusion Clause (Cargo) JC – 2000/02

The Provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance issued hereunder. Neither this insurance nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder. This clause shall not affect the rights of the assured (as assignee or otherwise) or the rights of any loss payee.

Institute Classification Clause CL354 – 01/01/2001

Qualifying Vessels

- (1) This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is
 - 1.1 a Member or Associate Member of the International Association of Classification Societies (IACS)*
 - or
 - 1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. **Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.**

Age Limitation

- (2) Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the

policy or open cover conditions **subject to an additional premium to be agreed.**

Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they

- 2.1 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age
- or
- 2.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

Craft Clause

- (3) The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area

National Flag Society

- (4) A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

Prompt Notice

- (5) Where this insurance requires You to give prompt notice to Us, the right to cover is dependent upon compliance with that obligation.

Law and Practice

- (6) This insurance is subject to English Law and practice.

*** For a current list of IACS Members and Associate Members please refer to the IACS website www.iacs.org.uk**

Marine Cargo (Continued)

Institute Radioactive Contamination Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause – CL370

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

- (1) In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

Termination of Transit Clause (Terrorism) – JC 2009/056 – 01/01/2009

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

- (1) Notwithstanding any provision to the contrary contained in the contract of Insurance or the Clauses referred to therein, it is agreed that in so far as this policy covers loss of or damage to the subject-matter insured caused by

any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or

any person acting from a political, ideological or religious motive,

such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

either

- 1.1 as per the transit clauses contained within the policy, or
- 1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance, or
- 1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which You or Your employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 1.4 when You or Your employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or
- 1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge over side of the subject matter insured from the oversea vessel at the final port of discharge, or
- 1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall occur first.

Marine Cargo (Continued)

- (2) If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

Institute Replacement Clause CL372 – 01/12/2008 – in respect of New Goods only

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, the sum recoverable shall not exceed the cost of replacement or repair of such part(s) plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

Our total liability shall in no event exceed the amount insured of the machine or manufactured item.

Institute Replacement Clause – Proportional Valuation CL373 – 01/12/2008 – in respect of Secondhand &/or Used Goods only

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, the sum recoverable shall not exceed such proportion of the cost of replacement or repair of such part(s) as the amount bears to the new cost of the machine or manufactured item, plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

Our total liability shall in no event exceed the amount insured of the machine or manufactured item.

Institute Replacement Clause – Obsolete Parts Endorsement JC2008/023) – (as applicable)

(for use only with the Institute Replacement Clause CL372 – 01/12/2008 or Institute Replacement Clause – Proportional Valuation CL373 – 01/12/2008)

In the event of a claim recoverable under this policy necessitating the manufacture of any new part(s) for the repair of an insured machine or other manufactured item, the sum recoverable shall not exceed the manufacturer's last list price for the year of manufacture of the lost or damaged part(s), uplifted for inflation. Inflation shall be determined by reference to the Retail Price Index, or other officially published data of the country of manufacture of the insured machine or manufactured item, up to a maximum total uplift of 25%.

If no such manufacturer's list price is available, the total liability shall in no event exceed the amount insured of the machine or manufactured item.

Sanction Limitation and Exclusion Clause JC2010/014

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Marine Cargo (Continued)

Section Eight – Claims Procedure

In the event of any loss or damage for which We may be liable it is essential that You and/or Your agent follow the following procedures.

(1) Do not give a clean receipt where goods are in a doubtful condition (except under written protest)

You must note on the delivery receipt any discrepancies such as shortage, non-delivery, leakage, and damage including that which may only be superficial damage to the outer packaging such as denting, scuffing, staining etc.

(2) Report potential claims immediately to Us

This must be done by telephone, email or facsimile (fax) to the local office noted as follows:

Marine Claims Manager Tel: 0161 931 8076
Aviva Fax: 0161 931 8011
4th Floor, The Observatory E-mail:
Chapel Walks cargo-claims@aviva.co.uk
Manchester
M2 1HL

or Claims Settling agent shown on the policy or Certificate of Insurance.

This notice must include

- (a) the location of the consignment
- (b) contact names and numbers
- (c) a brief description of the extent of loss and/or damage

A decision will then be made whether to appoint a surveyor or investigator.

Advice will be given regarding what action should be taken next to pursue the claim.

(3) Immediate notification must be given to carriers and bailees by telephone or fax

This will allow them the opportunity to inspect the damage or commence tracer action for missing or short delivered goods.

In the event of non-delivery notice must be given as soon as it becomes apparent that the goods have not been received when expected.

(4) Write to carriers and other bailees within 3 Days of delivery holding them responsible for the loss and/or damage

The time limits for providing notice of claim vary between the different Conditions of Carriage or Bailment but timescales are generally very short and failure to provide notification of claim within these timescales will enable carriers and bailees to repudiate valid claims.

It is Your duty and Your agents' to take steps to protect and preserve the rights and remedies available to Us.

These are the rights under subrogation which enable insurers to stand in place of the insured once the insurance claim has been paid and recover from the parties responsible for the loss an amount up to but not exceeding the amount of the claim settlement.

(5) Formal claim against Carriers and Bailees

When the extent of the loss and/or damage has been quantified a costed claim must be submitted to the responsible party together with supporting documentation.

If there are likely to be delays in quantifying the claim, estimates must be submitted within a reasonable time and an acknowledgement of receipt sought.

Note – As with initial notification of claim the formal claim must be submitted to carriers and/or bailees within the timescales laid down in the Conditions of Carriage or Bailment (usually 9 and 12 months) in order to prevent valid claims being declined.

Marine Cargo (Continued)

(6) On Account Payments

Where a claim cannot be quantified within 30 working days of Our admission of liability and such claim is anticipated by Us to be in excess of £10,000, We will arrange to make an interim claims payment to You of 50% of the agreed anticipated net claim.

Provided that in the event that such interim payment exceeds the final agreed claim settlement figure, You shall reimburse Us with the difference within 30 days of the date that the final claims settlement figure is agreed.

- (f) Survey report (if issued)
- (g) Repair and/or replacement estimates
- (h) Other documentary evidence
- (i) Statement of claim
- (j) Details of the loss and/or damage including a calculation or estimate of the claim amount.
- (k) copies of all correspondence exchanged with the carriers, bailees, suppliers and other parties regarding their liability for the loss and/or damage.

(7) Fast Track Claims Service

If your claim is for £3,000 or less, we can speed it through our system. All you need to do is make sure that you complete the relevant claim form and include all the necessary supporting documents.

(8) Notify to the police

As soon as reasonably possible, any loss or damage caused by theft or malicious damage must be notified to the police and a crime number obtained.

(9) Documents required to evidence the claim

- (a) original Certificate of Insurance or policy or policy and Declaration reference (as applicable)
- (b) original sales or commercial invoices
- (c) original transit and consignment documents eg. "Shipped" Bill of Lading, Carrier Air Waybill, House Air Waybill, CMR Note, Certificate of Shipment, Rail Consignment Note and/or other contracts of carriage
- (d) Packing Lists (to identify the goods actually packed in each carton, case, etc.)
- (e) Receipts issued during transit and at delivery Landing (or Short landing) Accounts, Weight Notes, Delivery Receipts and similar documents

Policy Conditions

Policy Conditions

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

(1) Acquisition

If You acquire a new company or business and the staff from that business is added to this insurance We agree to include the additional staff at no additional premium provided that the exposure does not increase by more than 10%.

(2) 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.

(3) 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.

(4) Assignment

You may not assign the benefits under this policy. We shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this policy.

(5) Associated Companies

Where associated companies are covered You shall provide a list of these to Us.

(6) Cancellation

- (a) 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.
- (b) 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 (a) or (b) 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 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.

- (c) 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.
- (d) 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

Policy Conditions (Continued)

- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has yet to be reported to Us during the current Period of Insurance.

(7) Cessation of Employment

Payment of benefit will cease immediately if the Insured Person who is the subject of a claim retires or otherwise ceases to be employed by You.

(8) 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.
- (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 personsof 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.

(9) 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.

Policy Conditions (Continued)

(10) 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.

(11) 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
- (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.

(12) Identification

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

(13) Index Linking

- (a) 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

- (i) 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.

- (ii) other items

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

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

- (b) Claims.

These adjustments will continue during the

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

Policy Conditions (Continued)

(14) Interest

We will not pay interest on any claim payable.

(15) 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:

- (a) We will be under no obligation to accept an offer made in accordance with such an undertaking
- (b) 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.

(16) Non Disclosure, Misrepresentation or Misdescription

1. 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:

- (a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) 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

- (ii) 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
- (iii) 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.

2. 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:

- (a) 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;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) 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
 - (ii) 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
 - (iii) 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

Policy Conditions (Continued)

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.

(17) Reasonable Precautions

You must

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

(18) Reinstatement

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

- (a) plans
- (b) documents
- (c) books
- (d) 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.

(19) Subjectivity

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

- (a)
 - (i) providing Us with any additional information
 - (ii) completing any actions agreed between You and Us
 - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) 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:

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

Policy Conditions (Continued)

(20) Subrogation

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

- (a) enforce a right or remedy
- or

- (b) 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.

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 – All Risks
 - (b) Electronic Equipment
 - (c) Money and Assault
 - (d) Glass
 - (e) Business Interruption
 - (f) Loss of Licence.
- (2) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
 - (a) Terrorism

- (b) Employers' Liability
 - (c) Professional Indemnity.
- (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
 - (a) directly or indirectly caused by or contributed to by or arising from
 - (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.
 - (b) directly or indirectly caused by or contributed to by or arising from 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) directly or indirectly caused by or contributed to by or arising from 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

Policy Exceptions (Continued)

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) Terrorism

- (b) Professional Indemnity.

- (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

- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

Policy Exceptions (Continued)

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) Electronic Equipment
 - (d) Business Interruption.
- (2) exceptions (4) (a) and (4) (b) do not apply to the following Sections, when insured by this policy
 - (a) Loss of Licence
 - (b) Terrorism
 - (c) Employers' Liability
 - (d) Personal Accident
 - (e) Professional Indemnity.

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.

- (5) 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) War in the Insured Person's Country of Residence or secondment
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to 5 (a) above.

The above exclusion shall be inoperative for an Insured Person in the event of War being declared whilst the Insured Person is actually engaged on an Insured Journey abroad.

- (6) the Insured Person engaging in any kind of flying as a pilot.
- (7) the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.
- (8) the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury other than Replacement Recruitment Expenses and Repatriation of human remains.
- (9) the Insured Person's own criminal act.
- (10) any claim incurred in or in respect of travel to any of the following countries:-

Afghanistan, Iran, Iraq, Mali, North Korea, Somalia, Syria and Yemen unless referred and agreed by Us in writing.
- (11) any circumstance that could have been reasonably foreseen as giving rise to a claim for Cancellation Travel Delay or Missed Departure at the time an Insured Journey was booked.

Arranged by Wrightsure Services Ltd
Wrightsure Services Limited is authorised and regulated
by the Financial Conduct Authority

Wrightsure Services Ltd
Wrightsure House
799 London Road
West Thurrock
Essex RM20 3LH

Tel: 01708 865533

Fax: 01708 865100

E-mail: performers@wrightsure.com

Website: www.performersinsurance.com

Underwritten by



Aviva Insurance Limited

Registered in Scotland No. 2116

Registered Office: Pitheavlis, Perth, Scotland PH2 0NH

Authorised by the Prudential Regulation Authority and regulated by
the Financial Conduct Authority and the Prudential Regulation Authority.