



Office Policy



Telephone Numbers

Claims Line

See Your Schedule for Details

This number can be used by you to report a claim to your insurer.

Please notify your insurer as soon as you know of a problem which may be likely to become a claim.

Please see Making a Claim in the Claims Conditions Section of this Policy.

Calls may be recorded for quality and training purposes.

HELPLINE SERVICES

DAS provide these services 24 hours a day, 7 days a week during the period of insurance. To help DAS check and improve their service standards, DAS record all calls.

BUSINESS LEGAL ADVICE LINE

0845 465 0030

EUROLAW COMMERCIAL LEGAL ADVICE

DAS will give the Insured confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

TAX ADVICE

DAS will give the Insured confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

BUSINESS ASSISTANCE

In the event of an unforeseen emergency affecting the Insured's business premises which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on behalf of the policyholder. All costs of assistance provided are the responsibility of the policyholder.

To contact the above services, phone us on 0845 465 0030 quoting reference number TS5/4871345.

COUNSELLING

DAS will provide all Employees (including any members of their immediate family who permanently live with them) of the Insured with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone DAS on 0845 465 0031. These calls are not recorded.

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

The Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit their website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for your own use. Contact them at marketing@das.co.uk with your e-mail address, quoting your policy number and they will contact you by e-mail to inform you of future updates to the information.

DAS BUSINESSLAW

At www.dasbusinesslaw.co.uk you will find a free, online reference full of the sorts of letters, articles and forms that will help you run your business successfully. Dasbusinesslaw users can also access interactive document builders, to help make composing common commercial documents as easy as possible.

From new legislation and employment issues to property law and taxation, you will find the content provided by dasbusinesslaw is updated regularly by legal experts to help you keep your business one step ahead.

To access dasbusinesslaw, you will need to visit www.dasbusinesslaw.co.uk and register using password DAS472301 and Policy Number TS5/4871345.

If you experience any problems accessing the service, please e-mail the problem to businesslaw@das.co.uk, quoting the above policy number.

Contents

Welcome	1	Section 7 - Business Interruption	44
Customer Satisfaction	2	- Extensions	45
Policy Definitions	4	- Conditions	48
Section 1 - The Buildings of the Premises	8	Section 8 - Accounts Receivable	50
- Buildings	8	- Conditions	51
- Extensions	11	Section 9 - All Risks on Specified Equipment	52
- Conditions	13	- Conditions	53
Section 2 - The Contents of the Premises	15	Section 10 - Equipment Breakdown	54
- Contents	15	- Extensions	56
- Extensions	18	- Conditions	59
- Conditions	21	Section 11 - Commercial Legal Expenses	61
Section 3 -		- Conditions	71
Business Money and Personal Accident (Assault)	23	Optional Extensions	73
- Business Money	23	- Subsidence, Ground Heave, Landslip	73
- Conditions	24	- Theft by Employees	74
- Personal Accident (Assault)	25	General Policy Conditions	75
- Conditions	26	General Policy Exclusions	81
Section 4 - Glass	27	Claims Conditions	86
- Glass Breakage	27	- Making a Claim	86
- Sanitary Fittings	27	- Our Control of Claims	87
Section 5 - Office Contents in Transit	28	Endorsements and Warranties	89
- Conditions	29		
Section 6 - Business Liability	32		
- Employers Liability	32		
- Extensions	33		
- Conditions	36		
- Public and Products Liability	37		
- Extensions	41		
- Conditions	43		

iprism Office Policy

A warm welcome and thank you for choosing to insure **Your Business** through iprism.

The **Policy**, Schedule and any Endorsements and Statement of Fact should be read as if they were one document.

The **Policy** is a contract between **You** and **Your Insurer** and the Statement of Fact made by **You** is the basis of the contract.

Your Insurer detailed in the Schedule will insure **You** as stated in each operative section of the **Policy** during the **Period of Insurance** for which **Your** premium has been accepted provided all the terms and conditions of the **Policy** are kept.

The name of **Your Insurer** can be found on the Statement of Fact, Schedule and Employers Liability Certificate (where issued).

Law applicable to the contract

Unless **You** and **Your Insurer** have agreed otherwise the law applicable to this contract is that of England and Wales.

If there is any dispute as to which law applies it will be English law.

For and on behalf of the Insurer



Gary Burke

Chief Executive

iprism Underwriting Agency Limited

This is a legal document and should be kept in a safe place.

Please take time to read all these documents to make sure that the cover provided meets your needs and that you understand the terms, exclusions and conditions. If there is anything you do not understand or you need to change please contact your insurance adviser immediately.

These documents include everything you need to know about your Office insurance:

- Statement of Fact
- Policy Wording
- Schedule
- Security Requirements

In addition there may be further documents as follows:

- Endorsements
- Specification of Items/Property insured

About your insurances

The **Insurers** applicable to you are shown on your quotation and on your policy schedule. Both the **Insurer** and iprism Underwriting Agency Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA 's register by visiting the FSA 's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

About iprism Underwriting Agency Limited

Registered Office: 100 Fenchurch Street, London, EC3M 5JD. Registered in England No. 5604278. Authorised and regulated by the FSA. Our FSA Register number is 460209 and our permitted business is advising on, and arranging general insurance contracts.

Please note that telephone calls may be recorded and/or monitored.

Customer satisfaction

We hope that you are extremely happy with your iprism Office insurance policy but we do recognise that on occasions things can go wrong. If this is the case, we want to know about it as soon as possible so that we can put things right and make sure it doesn't happen again.

If you are dissatisfied please follow these steps:

- (a) Contact your insurance adviser by phone or in writing to outline your concerns/issues and ask them to review the situation.
- (b) If you remain unhappy with their response then please contact the iprism customer services team on 0845 465 0050, by e-mail to customerservices@iprism.co.uk or by writing to

Customer Services Manager
iprism Underwriting Agency Limited
100 Fenchurch Street
London EC3M 5JD

Once we receive your complaint we will:

- Send an acknowledgment advising who is reviewing your complaint and when you can expect to hear from them.
 - Thoroughly investigate the issues and respond to you with the decision. Before any decision is made it will be reviewed by an iprism senior manager. We aim to resolve all complaints quickly but if it is likely to take longer then we will contact you with an update and an expected date for a decision.
- (c) If you remain unhappy with the decision you receive you may write direct to your Insurer Full details are printed on your policy schedule
 - (d) If you are dissatisfied with the final decision then you may be able to refer it to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrate on complaints about General Insurance products.

You can find out more about the FOS, and their complaints criteria, by visiting their website or calling their helpline.

Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall, London E14 9SR.
Helpline: 0845 080 1800
www.financial-ombudsman.org.uk

Please note that the Financial Ombudsman Service will only consider your complaint if you have followed the process above.

Following the complaints process does not affect your right to take legal action.

Customers with disabilities

This policy is also available in large print, audio and Braille. If you require any of these formats please contact Customer Services Manager
iprism Underwriting Agency Limited
100 Fenchurch Street
London EC3M 5JD

Use of Language

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

Financial Services Compensation Scheme (FSCS)

iprism and **Your Insurers** are covered by the Financial Services Compensation Scheme (FSCS) This means that **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations This depends upon the type of business and the circumstances of the claim

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London E1 8BN

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** e.g. **Business**, except for headings and titles.

Some Sections of the **Policy** may contain additional definitions which apply to that particular Section and they must be read in conjunction with the following **Policy** definitions.

All Other Contents

- (a) Wines, spirits, beers, ales, tobacco, cigars and cigarettes kept for entertainment purposes up to a limit of £500 any one occurrence
- (b) Clothing, personal effects and pedal cycles belonging to **Your Employees**, customers or visitors for which you are responsible up to a limit of £500 any one person

Business

Activities directly connected with the Business shown in the Schedule and no other for the purposes of this **Policy**

Ownership maintenance and repair of the **Premises**

The provision and management of canteen sports social or welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services

Private work undertaken with the prior consent of the **Insured** by the **Employees** for any director or senior official of the **Insured**

Participation in trade shows or exhibitions

Business Documents

The cost of replacing office and computer system records, business books, deeds, manuscripts, plans, drawings, designs, briefs or non-negotiable documents belonging to **You** or for which **You** are responsible for the value of the materials together with the cost of labour and computer time expended in reproducing them BUT NOT for any expense in connection with the production of information to be recorded or for the value to **You** of any information contained therein

Subject always to a maximum amount in respect of any one office and computer system record, business books, deed, manuscript, plan, drawing, design, brief or non-negotiable document of £1,000 and the maximum amount in respect of any one loss the amount stated in the schedule

Computer and Electronic Business Equipment

Other than Section 10 - Equipment Breakdown

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 physical or remotely connected thereto for which **You** are responsible all inside the **Premises**.

Damage

Loss, destruction or **Damage**

Data

All information which is electronically stored or electronically presented or contained on any current and back up discs, 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

Employee

Other than Section 11 - Commercial Legal Expenses

Any person while working for **You** in connection with the **Business** who is

1. under a contract of service or apprenticeship with **You**
2. a person who is hired to or borrowed by **You**
3. a person engaged in connection with a work experience or training scheme
4. a self-employed person working on a labour only basis under **Your** control or supervision
5. a person engaged by a labour only sub-contractor
6. a labour master or person engaged by them
7. a volunteer helper

Empty or Disused

Buildings or any part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 30 consecutive days

Excess

The first amount of each and every claim for which **You** are responsible as shown in the Schedule

Glass

All fixed glass including shelves showcases and mirrors

Goods in Trust

Goods held in trust by **You** for which **You** are responsible

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves **Data** whether **Your Property** or not

Index Linking

Whenever a Sum Insured is declared to be subject to **Index Linking** it is adjusted at monthly intervals as follows:

1. in respect of Buildings, Office Fronts and Tenants Improvements in accordance with the percentage change in the General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors
2. in respect of **Trade Samples** and **Stock in Trade** in accordance with the percentage change in the Producer Price Index for Home Sales of Manufactured Products issued by Department of Trade and Industry
3. in respect of all other Office Contents other than **Trade Samples** and **Stock in Trade** in accordance with the Durable Goods Section of the Retail Price Index

At each renewal the Premium will be adjusted to apply to the Sum Insured which then pertains and **We** waive all rights to additional premium arising solely out of such index adjustments prior to renewal

Injury

Bodily injury, death, illness, disease or nervous shock

Insured, Insured's, You, Your

The person(s) or company named in the Schedule

Insurer, Our, Us, We

The Insurance Company named in the Schedule on whose behalf this insurance document is issued

Money

Current cash, bank and currency notes, uncrossed cheques, giro-cheques, postal orders, money orders or bankers drafts, unused current postage stamps, unaffixed national insurance stamps, national savings and holiday with pay stamps, trading stamps, luncheon vouchers, mobile phone talk vouchers, gift tokens, consumer redemption vouchers, travel tickets, validated tickets for the national lottery and gaming machine tokens all belonging to **You** or for which **You** are responsible

Non Negotiable Money

Crossed cheques, giro-cheques, postal orders, money orders, bankers drafts, giro drafts or warrants, unexpired units in franking machines, stamped national insurance cards, national savings certificates, premium bonds, credit and debit card sales vouchers and VAT purchase invoices all belonging to **You** or for which **You** are responsible

Office Fixtures and Fittings

Office fixtures, fittings, plant, machinery, office equipment, **Computer** and **Electronic Business Equipment**, telephone installations, hanging or fixed signs, cash registers, scales and meters belonging to **You** or for which **You** are responsible

Offshore

Any offshore rig, offshore platform or offshore installation in the sea or tidal waters

Period of Insurance

The period beginning with the effective date shown in the Schedule and ending with the expiry date and any other period for which **We** have accepted your premium

Policy

The **Policy** and Schedule and any endorsements attached or issued with it

Premises

The part of the **Premises** including its outbuildings at the address or addresses specified in the Schedule which **You** occupy for the purposes of the **Business** and otherwise as Private Dwelling Rooms being built of brick, stone or concrete and roofed with slates, tiles, concrete, metal, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients unless otherwise agreed by **Us**

Products

- a office equipment and motor vehicles the property of the Insured (other than Stock in Trade) having become surplus to the Insured's requirements
- b food or drink sold or supplied as a service to **Employees** or visitors

Property

Material Property belonging to **You** or for which **You** are responsible for the purposes of the **Business**

Proposal

The signed proposal or Statement of Fact and any additional information supplied to the **Insurer** by or on behalf of **You**

Sanitary Fittings

Fixed items of sanitaryware contained in the **Premises**

Territorial Limits

Other than Section 11- Commercial Legal Expenses

1. Great Britain Northern Ireland the Isle of Man and the Channel Islands other than Offshore
2. Elsewhere in the world other than **Offshore** for visits in connection with the **Business** undertaken by **You** or any **Employee** normally resident in Great Britain Northern Ireland the Isle of Man or the Channel Islands in respect of the performance of non-manual work provided that any action for compensation in respect of such Injury is brought in a court of law within the said territories or any other member country of the European Union.
3. Anywhere in the world in connection with **Products** supplied at or from the **Premises** in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands provided that any action for compensation in respect of such Injury is brought in a court of law within the said territories or any other member country of the European Union.

Trade Samples and Stock in Trade

Trade Samples and stock and material in trade appropriate to **Your** Business belonging to **You** or held in trust or on commission for which **You** are responsible excluding

motor vehicles, watercraft, aircraft and accessories, livestock, jewellery, precious stones, furs, drugs or explosives

Virus or Similar Mechanism

Program code programming instruction or any set of instructions intentionally constructed with the ability to **Damage** interfere with or otherwise adversely affect computer programs **Data** files or operations whether involving self-replicating or not. The definition of **Virus or Similar Mechanism** includes but is not limited to Trojan horses, worms and logic bombs

Works of Art

Curios, rare books, stamp collections, pictures and other works of art up to a limit of £500 any one item

Section 1 – The Buildings of the Premises

Definitions

Also refer to the Policy Definitions on pages 4 to 7.

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

Buildings

The buildings of the **Premises** including landlord's fixtures and fittings swimming pools tennis courts walls gates fences yards patios terraces car parks car ports roads pavements and associated underground pipes and cables.

The buildings also include **Office Fronts** and all fixed glass therein, blinds and fitments thereon and **Tenants Improvements** on ceilings, walls and the like.

For which **You** are responsible as owner of the **Premises**

Outbuildings

The **Buildings** separate from but associated with the **Buildings** of the **Premises**

Office Fronts

The whole front, all fixed glass therein, blinds and fitments thereon belonging to **You** or for which **You** are responsible as tenant not as owner of the **Premises**

Tenants Improvements

Internal decorations to ceilings and walls and improvements and additions of a like nature (but not **Office Fronts**) belonging to **You** or for which **You** are responsible as tenant not as owner of the **Premises**

What is Covered	What is not Covered
<p>We will indemnify You against loss or Damage to the property described in each item of the Schedule caused by the following Insured Perils up to the Sum Insured for each item shown in the Schedule</p>	<p>Any property more specifically insured by You or on Your behalf</p> <p>Consequential loss of any kind or description</p> <p>Damage caused by the bursting of a boiler or other equipment belonging to You or in Your control where the internal pressure is due to steam only other than fire as a result of explosion</p> <p>The amount of the Excess shown in the Schedule</p>

Insured Perils

1. Fire, Lightning, Explosion or Earthquake
2. Impact by Aircraft or other aerial devices or articles dropped from them
3. Impact by any vehicle, train, animal, falling branch, aerial, mast or satellite dish

Damage

- (a) caused by lopping, pruning or felling of trees by **You**
- (b) to gates, fences and posts
- (c) to glass

What is Covered	What is not Covered
4. Storm, Tempest or Flood	<p>Damage</p> <ul style="list-style-type: none"> (a) resulting from frost, subsidence, ground heave or landslip (b) attributable solely to change in the water table level (c) to moveable Property in the open (d) to fences and/or gates (e) in respect of any building or part of a building which is Empty or Disused (f) to Glass or Sanitary Fittings
5. Escape of water from any tank, apparatus or pipe including Damage to any fixed tank apparatus or pipe caused by freezing or forcible and violent bursting	<p>Damage</p> <ul style="list-style-type: none"> (a) in respect of any building or part of a building which is Empty or Disused (b) caused by wet or dry rot rust corrosion or other wear and tear (c) mould or toxic mould (d) by leakage of automatic sprinkler installations (e) to Glass or Sanitary Fittings
6. Riot, Civil Commotion, Strikers, Locked-out Workers or Persons taking part in Labour Disturbances or Malicious Persons	<p>Damage</p> <ul style="list-style-type: none"> (a) arising from the cessation of work (b) in respect of any building or part of a building which is Empty or Disused (c) in Northern Ireland
7. Malicious Damage by persons not acting in connection with any political organisation	<p>Damage</p> <ul style="list-style-type: none"> (a) arising out of theft or any attempt thereof (b) in respect of any building or part of a building which is Empty or Disused
8. Leakage of fuel from any fixed heating installation	<p>Damage</p> <ul style="list-style-type: none"> (a) in respect of any building or part of a building which is Empty or Disused
9. Leakage of beverages from storage containers, pipes or apparatus	<p>Damage</p> <ul style="list-style-type: none"> (a) in respect of any building or part of a building which is Empty or Disused
10. Falling trees or breakage or collapse of television or radio aerials, aerial fittings, masts, satellite dishes	<p>Damage</p> <ul style="list-style-type: none"> (a) caused by lopping, pruning or felling of trees by You (b) to gates, fences and posts

What is Covered	What is not Covered
11. Theft or any attempt thereat involving entry to or exit from the Premises by forcible and violent means including violence or threat of violence to You or Your family or any Employee	Damage (a) in respect of any building or part of a building which is Empty or Disused
12. Any other accidental Damage	Damage caused by or resulting from (a) wear and tear, the action of light or atmosphere, moths, vermin or insects (b) any process of cleaning, dyeing, restoring, adjusting or repairing (c) frost, corrosion, dampness, dryness, wet or dry rot, marring, scratching, mildew, mould or toxic mould (d) wind, hail, sleet, snow, flood or dust to boundary walls, gates or fences (e) subsidence or ground heave of any part of the site on which the Property stands, or landslip (f) the normal settlement or bedding down of new structures (g) the collapse or cracking of Buildings (h) normal maintenance, redecoration or repair Damage (a) by any of the Insured Perils 1-11 (b) specifically excluded by any of the Insured Perils (c) to Glass or Sanitary Fittings (d) by theft of any description Damage caused by or consisting of (a) inherent vice, latent defect, gradual deterioration, wear, tear, frost, change in water table level, its own faulty or defective design or materials (b) faulty or defective workmanship operational error or omission on Your part or any of Your Employees but this will not exclude subsequent Damage which results from a cause not otherwise excluded

Extensions

Cover provided by this Section is extended to include

What is Covered	What is not Covered
<p>A. Damage to Cables and Underground Services The cost of repair following accidental Damage to cables and underground service pipes and drains (and their inspection covers) for which You are responsible at the Premises or connecting them to the public mains</p>	<p>The costs of maintenance Damage caused by</p> <ul style="list-style-type: none"> (a) rust, corrosion, gradual deterioration, rot or fungus, vermin, insects, atmospheric or climatic conditions or other wear and tear (b) normal settlement or shrinkage (c) faulty workmanship, defective design or the use of defective materials
<p>B. Trace and Access We will pay reasonable costs and expenses incurred with Our consent</p> <ul style="list-style-type: none"> (i) in locating the actual source of the Damage and (ii) any repairs directly arising from (i) above 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 	<p>Any amount in excess of £25,000 in any one Period of Insurance</p>
<p>C. Ground Rent The additional payment for up to 2 years ground rent if the Premises are rendered temporarily uninhabitable as a result of Damage insured by this Section but only for the period necessary for reinstatement</p>	<p>Any amount exceeding 10% of the Sum Insured on Buildings</p>
<p>D. Architects Surveyors Legal and Consulting Engineers Fees The reasonable fees necessarily incurred following Damage insured by this Section to reinstate or repair the Premises</p>	<p>Any fees incurred for preparing any claim Any amount exceeding the Sum Insured on Buildings</p>
<p>E. Removal of Debris The reasonable costs and expenses necessarily incurred with Our consent in</p> <ul style="list-style-type: none"> (i) removing debris from the Premises and the area immediately adjacent (ii) dismantling and / or demolishing, shoring up or propping of the portion or portions of the property insured <p>as a result of loss or Damage insured by this Section</p>	<p>Any costs or expenses</p> <ul style="list-style-type: none"> (a) arising from pollution or contamination of Property not insured by this Section (b) more specifically insured (c) any amount exceeding the Sum Insured on Buildings

What is Covered

F. European Community and Public Authorities

Following **Damage** as insured under this Section **We** will pay the additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of European Community Legislation, regulations under Acts of Parliament or local authority bye-laws provided that

- (i) the notice to comply is served on **You** after the **Damage** occurs
- (ii) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the date of the **Damage** or within such further time **We** may allow (during the said 12 months)
- (iii) the work may be carried out upon another site (if the Stipulations so necessitate) subject to **Our** liability under this Extension not being increased

Special Condition applicable to this Extension:
If **Our** liability under this Section apart from this Extension is reduced by the application of any terms and/or conditions of the **Policy** then **Our** liability will be reduced in proportion

G. Capital Additions

The insurance by this Section extends to include:

- (i) any newly acquired and/or newly erected **Buildings** or **Buildings** in the course of erection
- (ii) alterations, additions and improvements to **Buildings**

anywhere in the United Kingdom, the Channel Islands or the Isle of Man provided that:

- (a) you provide the full particulars of such extension of cover as soon as practicable
- (b) you pay any additional premium required

What is not Covered

Any amount exceeding 15% of the Sum Insured on **Buildings** or where the Sum Insured applies to **Property** at more than one **Premises** then 15% of the amount **We** would have been liable to pay had the **Property** insured at the **Premises** where the **Damage** has occurred been wholly destroyed

Any **Damage** occurring prior to the granting of this Extension

Any costs incurred

- (a) in respect of **Damage** not insured by this Section
- (b) associated with an existing requirement which has to be implemented within a given period
- (c) associated with any undamaged **Property** or parts of the **Property**
- (d) associated with any additional rate, tax duty or other charge which may become payable following compliance with such legislation, regulations or bye-laws

The amount of any charge or assessment arising out of capital appreciation following compliance with this legislation

The total amount recoverable under any item of the Policy shall not exceed its Sum Insured

Damage

- (a) to any **Property** for which any contractor is responsible
- (b) to any **Property** otherwise insured

Any amount in excess of £50,000 or 10% of the Sum Insured on **Buildings** whichever is the lesser

Any loss due to appreciation in value

What is Covered

What is not Covered

H. Damage by Emergency Services

The additional costs of restoring any **Damage** caused to gardens by the Emergency Services in attending the **Premises** as a result of the operation of any Insured Peril insured under this Section

Any amount in excess of £1,000 in any one **Period of Insurance**

I Contracting Purchasers Interest

If at the time of **Damage** to a building insured by this Section **You** have entered in to a contract to sell **Your** interest in it but the contract has not yet completed and the building has not yet been insured by or on behalf of the purchaser and the purchase is subsequently completed **We** will indemnify the purchaser to the extent that this Section insures that building.

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

Special Conditions Applicable to this Section1. **Index Linking**

The Sum Insured by each item of Section 1 of the Schedule is subject to **Index Linking**

2. **Limit of Liability**

The maximum amount payable in respect of any one item under this Section is the Sum Insured stated in the Schedule for each item plus **Index Linking**

3. **Basis of Claims Settlement**

Following loss or **Damage** to **Property** under this Section by any of the Insured Perils the basis upon which the amount payable hereunder is calculated will be the reinstatement of the **Property** lost or damaged.

For this purpose "reinstatement" means

(a) the rebuilding or replacement of **Property** lost or destroyed which provided that **Our** liability is not increased may be carried out

- (i) in any manner suitable to **Your** requirements
- (ii) upon another site

(b) the repair or restoration of **Property** damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Conditions

- 1) **Our** liability for the repair or restoration of the **Property** damaged in part only shall not exceed the amount which would have been payable had such **Property** been wholly destroyed

- 2) if at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property** covered by any item subject to this clause exceeds its Sum Insured at the commencement of any destruction or **Damage** Our liability will not exceed that proportion of the amount of the destruction or **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such **Property** at that time
- 3) no payment beyond the amount which would have been payable in the absence of this Clause shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
 - (c) if the **Property** insured at the time of its loss destruction or **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement
- 4) all the terms and conditions of the **Policy** shall apply
 - (a) in respect of any claim payable under the provisions of the Clause except in so far as they are varied hereby
 - (b) where claims are payable as if this Clause had not been incorporated

4. **Automatic Reinstatement of Sum Insured**

Unless there is written notice by **Us** to the contrary in the event of loss or **Damage** under this Section **We** will automatically reinstate the Sum Insured provided that

- (i) **You** undertake to pay the appropriate additional premium and take immediate steps to effect such additions to or variations in protections as **We** may require
- (ii) the aggregate of the amounts so reinstated during anyone Period of Insurance shall not exceed the amount of the Sum Insured

5. **Excess**

We will not be responsible for the first amount of any claim as stated in the Schedule.

6. **Excess Aggregation**

Where a claim is to be dealt with under Sections 1, 2 and 4 and under the terms of the **Policy**, **We** are not liable for the first amount of any claim under each Section **We** agree that provided the claim arises out of the same single cause **We** will apply the **Excess** as if the claim was payable under a single Section.

7. **Notice of Unoccupancy**

We must be notified in writing immediately any **Premises** becomes **Empty or Disused** and a suitable extra premium paid if required

Section 2 – The Contents of the Premises

Definitions

Also refer to the Policy Definitions on pages 4 to 7.

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

Property Insured

All Office Contents including **Trade Samples** and **Stock in Trade, Goods in Trust, Office Fixtures and Fittings, Computer and Electronic Business Equipment, Business Documents, Works of Art** and **All Other Contents** belonging to **You** or for which **You** are responsible at the Premises including landlords fixtures and fittings and interior decorations for which **You** are responsible

What is Covered	What is not Covered
<p>We will indemnify You against Damage to the Property Insured described in each item of the Schedule caused by the following Insured Perils up to the Sum Insured for each item shown in the Schedule</p>	<p>Property more specifically insured by You or on Your behalf</p> <p>Consequential loss of any kind or description</p> <p>Damage caused by the bursting of a boiler or other equipment belonging to You or in Your control where the internal pressure is due to steam only other than fire as a result of Explosion</p> <p>Damage</p> <ul style="list-style-type: none">(a) by confiscation or detention by Customs or other officials or authorities(b) to Glass or Sanitary Fittings other than breakage by or arising out of Fire, Lightning or Explosion or salvage operations consequent thereon(c) to Money and Non Negotiable Money(d) to jewellery, precious stones, precious metals, bullion, furs unless otherwise stated in the Schedule <p>The amount of the Excess shown in the Schedule</p>

Insured Perils

1. Fire, Lightning, Explosion or Earthquake
2. Impact by Aircraft or other aerial devices or articles dropped from them
3. Impact by any vehicle, train, animal, falling branch, aerial or mast or satellite dish

Damage

- (a) caused by lopping, pruning or felling of trees by **You**
- (b) to gates, fences and posts

4. Storm, Tempest or Flood

Damage

- (a) resulting from frost, subsidence, ground heave or landslip

What is Covered	What is not Covered
	<ul style="list-style-type: none"> (b) attributable solely to change in the water table level (c) to Property insured in the open (d) to Trade Samples & Stock in Trade in any cellar or basement unless placed on racks or shelves at least 150mm (6") above floor level (e) to Property insured in any building or part of a building which is Empty or Disused
<p>5. Escape of water from any tank, apparatus or pipe</p>	<p>Damage</p> <ul style="list-style-type: none"> (a) to Property insured in any building or part of a building which is Empty or Disused (b) to Trade Samples & Stock in Trade in any cellar or basement unless placed on racks or shelves at least 150mm (6") above floor level (c) caused by leakage of automatic sprinkler installations (d) caused by mould or toxic mould
<p>6. Riot, Civil Commotion, Strikers, Locked-out Workers or Persons taking part in Labour Disturbances or Malicious Persons</p>	<p>Damage</p> <ul style="list-style-type: none"> (a) arising from the cessation of work (b) to Property insured in any building or part of a building which is Empty or Disused (c) in Northern Ireland
<p>7. Malicious Damage by persons not acting in connection with any political organisation</p>	<p>Damage</p> <ul style="list-style-type: none"> (a) arising out of theft or any attempt thereof (b) to Property insured in any building or part of a building which is Empty or Disused
<p>8. Leakage of fuel from any fixed heating installation</p>	<p>Damage</p> <ul style="list-style-type: none"> (a) to Property insured in any building which is Empty or Disused (b) to Trade Samples & Stock in Trade in any cellar or basement unless placed on racks or shelves at least 150mm (6") above floor level (c) of or to the fuel
<p>9. Leakage of beverages from storage containers, pipes or apparatus</p>	<p>Damage</p> <ul style="list-style-type: none"> (a) to Property insured in any building which is Empty or Disused (b) due to the leakage of beverages from bottled stock

What is Covered	What is not Covered
	<ul style="list-style-type: none"> (c) to Trade Samples & Stock in Trade in any cellar or basement unless placed on racks or shelves at least 150mm (6") above floor level (d) of or to beer or other beverage
<p>10. Falling trees, or breakage or collapse of television or radio aerials, aerial fittings, masts, satellite dishes</p>	<p>Damage</p> <ul style="list-style-type: none"> (a) caused by lopping, pruning or felling of trees by You (b) to gates, fences and posts
<p>11. Theft or any attempt thereat involving entry to or exit from the Premises by forcible and violent means including violence or threat of violence to You or Your family or Employees</p>	<p>Damage</p> <ul style="list-style-type: none"> (a) to Property insured in any building which is Empty or Disused (b) to tills or cash registers unless they have been left unlocked when the Premises are closed for business (c) to any building for which You are not responsible (d) following dishonest or fraudulent action by your Employees or any person lawfully on the Premises (e) to Property insured by deception
<p>12. Any other accidental Damage</p>	<p>Damage caused by or resulting from</p> <ul style="list-style-type: none"> (a) wear and tear, erosion, the action of light or atmosphere, moths, vermin or insects (b) any process of cleaning, dyeing, restoring, adjusting or repairing (c) normal maintenance or repair (d) frost, corrosion, dampness, dryness, evaporation, loss of weight, contamination, wet or dry rot, marring, scratching, bruising or deterioration, mildew, mould or toxic mould (e) change in temperature, colour, flavour, texture or finish (f) subsidence or ground heave of any part of the site on which the Property stands or landslip (g) any dishonest or fraudulent action by any Employee or other person lawfully on the Premises (h) any shortage due to error or omission (i) disappearance or shortage only revealed at the time of stock taking or making an inventory (j) erasure or distortion of information on computer systems or other records

What is Covered	What is not Covered
	<p>Damage</p> <ul style="list-style-type: none"> (a) arising during installation, maintenance, removal or use contrary to the manufacturers instructions or interference with any component part (b) to a machine or apparatus arising from mechanical, electrical or electronic breakdown, derangement, fault, electrical leakage or cut out (c) to Property in transit (d) by any of the Insured Perils 1-11 (e) specifically excluded by any of the Insured Perils (f) by theft of any description <p>Damage caused by or consisting of</p> <ul style="list-style-type: none"> (a) inherent vice, latent defect, gradual deterioration, its own faulty or defective design or materials (b) faulty or defective workmanship programming operational error or omission on the part of You or any of Your Employees <p>but this will not exclude subsequent Damage which results from a cause not otherwise excluded</p>

Extensions

Cover provided by this Section is extended to include

What is Covered	What is not Covered
<p>A. Damage to Cables and Underground Services The cost of repair following accidental Damage for which You are responsible as tenant not as owner to cables and underground service pipes and drains (and their inspection covers) at the Premises or connecting them to the public mains</p>	<p>Damage caused by rust, corrosion or other wear and tear</p> <p>Any amount in excess of £15,000 in any Period of Insurance</p>
<p>B. Removal of Debris The reasonable costs and expenses necessarily incurred with Our consent in</p> <ul style="list-style-type: none"> (i) removing debris from the Premises and the area immediately adjacent (ii) dismantling and / or demolishing shoring up or propping of the portion or portions of the Property as a result of loss or Damage insured by this Section 	<p>Any costs or expenses</p> <ul style="list-style-type: none"> (a) arising from pollution or contamination of Property not insured by this Section (b) more specifically insured (c) any amount exceeding the Sum Insured on Contents

What is Covered	What is not Covered
<p>C. Trace and Access We will pay reasonable costs and expenses incurred with Our consent</p> <ul style="list-style-type: none"> (i) in locating the actual source of the Damage and (ii) any repairs directly arising from (i) above <p>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</p>	<p>Any amount in excess of £25,000 in any one Period of Insurance</p>
<p>D. Replacement Locks The costs of changing the safe, strongroom and external door locks at the Premises in the event that the keys are</p> <ul style="list-style-type: none"> (i) stolen by forcible and violent entry to or exit from the Premises or Your home or the home of an authorised Employee (ii) stolen by violence or threat of violence to You or Your family or Employees <p>Provided that unless You or Your Employee live on the Premises the keys to any safe or strongroom must not be left at the Premises when closed for business.</p>	<p>Any amount in excess of £1,000 The first £50 of any loss</p>
<p>E. Loss of Oil and Metered Water The additional metered water or heating oil charges incurred by You following the loss of oil or metered water contained in a fixed installation at the Premises following insured Damage</p>	<p>The first £250 of any loss Any amount in excess of £5,000 any one Period of Insurance Any Damage not discovered within 180 days Any loss occurring whilst the building is Empty or Disused</p>
<p>F. Damage to Signs and Name Plates Damage to signs and name plates whilst fixed on the exterior of or outside and in the vicinity of the Premises</p>	<p>Damage to Neon signs Any loss occurring whilst the building is Empty or Disused Any amount in excess of £1,000 in any one Period of Insurance</p>

What is Covered	What is not Covered
<p>G. Temporary Removal Property insured other than Trade Samples and Stock in Trade is covered whilst temporarily removed from or whilst in transit to or from the Premises for cleaning, renovation, repair or similar purposes provided that all goods remain within the United Kingdom, the Republic of Ireland, the Channel Islands or the Isle of Man.</p>	<p>Damage</p> <ul style="list-style-type: none">(a) due to Theft, Storm, Tempest or Flood unless in Your personal custody or kept in a securely locked or occupied building(b) to property more specifically insured(c) to any motor vehicles and motor chassis licensed for road use <p>Any amount exceeding 20% of the Office Fixtures and Fittings Sum Insured stated in the Schedule</p>
<p>H. Damage by Emergency Services The additional costs of restoring any Damage caused to gardens by the Emergency Services in attending the Premises as a result of the operation of any Insured Peril insured under this Section</p>	<p>Any amount in excess of £1,000 in any one Period of Insurance</p>
<p>I. Exhibitions Damage by an Insured Peril to the Property Insured including whilst being erected or dismantled at any indoor exhibition within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man</p>	<p>Damage by Theft not involving forcible and violent entry to or exit from the exhibition premises</p> <p>Any amount exceeding the sum insured stated in the schedule</p>
<p>J. Capital Additions The insurance by this Section extends to include:</p> <ul style="list-style-type: none">(a) any newly acquired Office Contents(b) alterations, additions and improvements to trade contents anywhere in the United Kingdom, the Channel Islands or the Isle of Man provided that:<ul style="list-style-type: none">(i) You provide the full particulars of such extension of cover as soon as practicable(ii) You pay any additional premium required	<p>Damage</p> <p>to any Property for which any contractor is responsible</p> <p>to any Property otherwise insured</p> <p>Any amount in excess of £50,000 or 10% of the Property insured whichever is the lesser</p> <p>Any loss due to appreciation in value</p>

Special Conditions Applicable to this Section

1. Index Linking

The Sum Insured by each item of Section 2 of the Schedule is subject to **Index Linking**

2. Limit of Liability

The maximum amount payable in respect of any one item under this Section is the Sum Insured stated in the Schedule for each item plus **Index Linking**

3. Basis of claims settlement other than Trade Samples, Stock in Trade and Goods in Trust

Following **Damage to Property** other than **Trade Samples, Stock in Trade and Goods in Trust** under this Section by any of the Insured Perils the basis upon which the amount payable hereunder is calculated will be the reinstatement of the **Property** lost or damaged.

For this purpose "reinstatement" means

- (a) the rebuilding or replacement of **Property** lost or destroyed which provided that **Our** liability is not increased may be carried out
 - (i) in any manner suitable to **Your** requirements
 - (ii) upon another site
- (b) the repair or restoration of **Property** damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Conditions

- 1) **Our** liability for the repair or restoration of the **Property** damaged in part only shall not exceed the amount which would have been payable had such **Property** been wholly destroyed
- 2) if at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property** covered by any item subject to this clause exceeds its Sum Insured at the commencement of any **Damage Our** liability will not exceed that proportion of the amount of the **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such **Property** at that time
- 3) no payment beyond the amount which would have been payable in the absence of this Clause shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
 - (c) if the **Property** insured at the time of its **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement
- 4) all the terms and conditions of the **Policy** shall apply
 - (a) in respect of any claim payable under the provisions of the Clause except in so far as they are varied hereby
 - (b) where claims are payable as if this Clause had not been incorporated

4. **Basis of claims settlement – Trade Samples, Stock in Trade and Goods in Trust**

Following **Damage** to **Trade Samples, Stock in Trade and Goods in Trust** under this Section by any of the Insured Perils **We** will pay **You** the value of the **Property** at the time of such **Damage** or at **Our** option reinstate or replace the **Property** or any part thereof.

If the Sum Insured at the time of the loss or **Damage** is less than the full cost of replacement at the current prices then **You** will be **Your** own insurer for the difference and bear a rateable share of the **Damage** accordingly.

5. **Automatic Reinstatement of Sum Insured**

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this Section **We** will automatically reinstate the Sum Insured provided that

- (i) **You** undertake to pay the appropriate additional premium and take immediate steps to effect such additions to or variations in protections as **We** may require
- (ii) the aggregate of the amounts so reinstated during anyone Period of Insurance shall not exceed the amount of the Sum Insured

6. **Excess**

We will not be responsible for the first amount of any claim as stated in the Schedule

7. **Excess Aggregation**

Where a claim is to be dealt with under Sections 1, 2 and 4 and under the terms of the **Policy**, **We** are not liable for the first amount of any claim under each Section **We** agree that provided the claim arises out of the same single cause **We** will apply the **Excess** as if the claim was payable under a single section.

8. **Notice of Unoccupancy**

We must be notified in writing immediately any **Premises** becomes **Empty or Disused** and a suitable extra premium paid if required

Section 3 - Business Money and Personal Accident (Assault)

Sub-Section A - Business Money

Business Hours

The period during which the **Premises** are actually occupied for the purposes of the **Business**.

What is Covered	What is not Covered
<p>We will indemnify You against loss by any cause in respect of Money or Non Negotiable Money held in connection with the Business up to the Sum Insured stated for each item of the Schedule whilst</p> <ol style="list-style-type: none">1. In transit2. In a bank night safe3. In the Premises during Business Hours4. In the Premises after Business Hours in a locked safe or strongroom5. In the Premises after Business Hours6. At the private dwelling of You or any authorised Employee7. In a vending, gaming or amusement machine in the Premises	<p>The amount of the Excess shown in the Schedule Money or Non Negotiable Money the property of the Post Office</p> <p>Loss</p> <ol style="list-style-type: none">(a) due to depreciation shortages errors omissions or consequential loss of any kind(b) arising from theft, fraud or dishonesty by any Employee unless discovered within 14 working days of the loss(c) from any unattended vehicle(d) by forgery or deception(e) from any safe or strongroom after Business Hours unless securely locked(f) but for the existence of this Section would have been covered by a Theft by Employee policy other than for any excess beyond the amount recoverable(g) occurring outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Extensions

Cover provided by this Section is extended to include

What is Covered	What is not Covered
<p>A. Damage to Safes and Carrying Cases We will pay the additional costs in the event of Damage to any</p> <ol style="list-style-type: none">(a) safe or strongroom(b) case, bag or waistcoat when used for the carriage of Money <p>Provided such Damage is directly associated with any theft or attempted theft therefrom</p>	<p>The first £50 of any loss</p>

Special Conditions Applicable to Sub-Section A - Business Money

1. **Personal Carrying Limit**

It is a condition that whenever the amount of **Money** (other than **Non Negotiable Money**) in transit exceeds £3,000

(a) the **Money** must be accompanied by not less than two able bodied adults and not more than £3,000 will be carried by any one person.

(b) private transport must be used for all transits where the distance exceeds half a mile

2. **Records**

You must keep a complete record of **Money** in a secure place other than in a safe or strongroom containing **Money**

3. **Keys and Combinations**

All keys or notes of combinations of safes or strongrooms must be in **Your** custody or that of an authorised **Employee** or deposited in a secure place not in the vicinity of any safe or strongroom during **Business Hours**, or if **You** live on the **Premises**, they must be removed to a secure place in the residential part of the **Premises** out of **Business Hours**

Sub-Section B - Personal Accident (Assault)

What is Covered	What is not Covered												
<p>We will in the event of You or any Employee suffering Injury caused solely or directly as a result of robbery or any attempt thereat in the course of the Business pay compensation on the basis of the following Table of Compensation</p> <table border="0"> <tr> <td>Death</td> <td style="text-align: right;">£10,000</td> </tr> <tr> <td>Total Loss or permanent and total loss of use of one or more limbs</td> <td style="text-align: right;">£10,000</td> </tr> <tr> <td>Total and irrecoverable loss of all sight in one or more eyes</td> <td style="text-align: right;">£10,000</td> </tr> <tr> <td>Permanent Total Disablement from any gainful Occupation (other than through loss of limbs or sight)</td> <td style="text-align: right;">£10,000</td> </tr> <tr> <td>Total uninterrupted disablement from engaging in the usual occupation for a maximum of 104 weeks at the rate per week of</td> <td style="text-align: right;">£100 Payable Monthly</td> </tr> <tr> <td>Incurred Medical Expenses</td> <td style="text-align: right;">£500</td> </tr> </table> <p>Provided that such Injury is independent of any other cause and results in death or disablement within 2 years of sustaining such Injury.</p>	Death	£10,000	Total Loss or permanent and total loss of use of one or more limbs	£10,000	Total and irrecoverable loss of all sight in one or more eyes	£10,000	Permanent Total Disablement from any gainful Occupation (other than through loss of limbs or sight)	£10,000	Total uninterrupted disablement from engaging in the usual occupation for a maximum of 104 weeks at the rate per week of	£100 Payable Monthly	Incurred Medical Expenses	£500	<p>Any person who at the time of sustaining Injury is under 16 or over 70 years of age</p> <p>Any Injury which is in any way</p> <p>(a) brought on by or with the collusion of directors or employees of the Insured</p> <p>(b) brought about by drugs or intoxication</p> <p>(c) brought about or attributed to intentional self injury, provoked assault or wilful exposure to needless peril (except in an attempt to save life)</p> <p>Any compensation under more than one of the items in the table of compensations for the same Injury</p> <p>Any death or bodily injury arising from or influenced by any existing physical defect or infirmity or the medical condition of any person entitled to compensation hereunder or resulting from pregnancy or childbirth</p>
Death	£10,000												
Total Loss or permanent and total loss of use of one or more limbs	£10,000												
Total and irrecoverable loss of all sight in one or more eyes	£10,000												
Permanent Total Disablement from any gainful Occupation (other than through loss of limbs or sight)	£10,000												
Total uninterrupted disablement from engaging in the usual occupation for a maximum of 104 weeks at the rate per week of	£100 Payable Monthly												
Incurred Medical Expenses	£500												

Extensions

Cover provided by this Section is extended to include

What is Covered	What is not Covered
<p>A. Personal Effects</p> <p>In the event of Damage to the Personal Effects of You or any Employee as a result of robbery or any attempt thereat in the course of the Business</p>	<p>Any amount in excess of £500 for any one person</p>

Special Conditions Applicable to Sub-Section B - Personal Accident (Assault)

1. **Payments**

No payment will be made until the total amount due in respect of any one **Injury** to **You** or an **Employee** has been ascertained.

2. **Medical**

In the event of any disablement **You** or any **Employee** must immediately place yourselves under the care of a qualified medical practitioner and as often as required by **Us** submit to medical examination on **Our** behalf at **Our** expense.

You or any **Employee** shall at **Your** expense furnish all certificates and information in such form and of such nature as **We** may reasonably require.

In the event of death **We** will be entitled to a post-mortem examination at **Our** expense.

Section 4 - Glass Breakage

What is Covered

In the event of breakage or **Damage** of **Glass** and **Sanitary Fittings** for which **You** are responsible at the **Premises** **We** will replace or at **Our** option pay **You** the costs of replacement.

In addition **We** will pay for

- (a) the reasonable costs of boarding-up following breakage of **Glass**
- (b) the repair of **Damage** to the frames or framework as result of such breakage of **Glass**
- (c) the cost of removal or replacement of fixtures and fittings in the course of replacement of **Glass**
- (d) the cost of replacing lettering or other ornamental work and alarm foil on **Glass** following breakage up to a maximum of £500 after the deduction of any **Excess**
- (e) accidental **Damage** to goods incidental to the **Business** caused by the breakage of **Glass** in display windows

Provided that **Our** liability will not exceed the Sum Insured shown in the Schedule for any one incident

What is not Covered

The amount of the **Excess** shown in the Schedule

Any breakage or **Damage**

- (i) by or arising out of fire, lightning or explosion, or preventative or salvage operations consequent thereon
- (ii) occurring during removal or installation or arising out of repairs or alterations being carried out at the **Premises**
- (iii) caused in connection with theft of **Property** from the **Premises** unless **We** have agreed to indemnify **You** in respect of such theft under Section 2 of this **Policy**
- (iv) of any item flawed or broken at the commencement of this insurance
- (v) in any portion of the Building which is **Empty or Disused**

Special Conditions Applicable to this Section

1. **Excess Aggregation**

Where a claim is to be dealt with under Sections 1, 2 and 4 and under the terms of the **Policy**, **We** are not liable for the first amount of any claim under each Section **We** agree that provided the claim arises out of the same single cause **We** will apply the **Excess** as if the claim was payable under a single Section.

Section 5 - Office Contents in Transit

Definitions

Also refer to the Policy Definitions on pages 4 to 7.

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

Office Contents

Trade Samples and Stock in Trade, Goods in Trust, Office Fixtures and Fittings, Computer and Electronic Business Equipment, Business Documents and All Other Contents belonging to **You** or for which **You** are responsible

Transit

From the time the **Office Contents** are lifted by **You** or **Your Employees** until they are placed at their destination (excluding their installation) including loading and unloading and temporary housing

What is Covered	What is not Covered
<p>We will indemnify You in respect of Damage to the Office Contents whilst in Transit by vehicles owned hired or leased by You anywhere in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland</p> <p>Provided always that Our maximum liability in respect of any one vehicle, trailer or semi-trailer or any one loss or series of losses arising out of a single event or in the aggregate shall not exceed the amount stated in Section 5 of the Schedule</p>	<p>The amount of the Excess shown in the Schedule</p> <p>Theft from any unattended vehicle, trailer or semi-trailer unless</p> <ul style="list-style-type: none">(a) such vehicle, trailer or semi-trailer is securely locked at all points of access where locks are fitted, all manufacturers security devices have been put into effect and all keys have been removed from the vehicle <p>AND</p> <ul style="list-style-type: none">(b) between the hours of 9.00pm and 6.00am the vehicle, trailer or semi trailer is garaged within a securely locked building <p>Damage due to</p> <ul style="list-style-type: none">(a) the deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or by theft or attempted theft(b) natural deterioration(c) default in packing or addressing of any parcel or package <p>Any consequential or indirect loss of any kind or Damage due to delay or loss of market</p>

Damage to

- (a) **Glass**, precious metals, bills of exchange, promissory notes, **Money**, securities for **Money**, stamps, precious stones, jewellery, bullion, documents, manuscripts, business books, plans or designs, or death of or injury to living creatures

Damage arising from spillage, leakage, fermentation, taint, contamination, deterioration, mechanical or electrical breakdown of any goods or merchandise, unless directly traceable to fire lightning or road accident happening to the vehicle

Any amount in excess of £500 for any one person in respect of Damage to Employees and Customers Personal Effects

Special Conditions applicable to this Section

1. **Limit of Liability**

The maximum amount payable in respect of any one item insured under this Section is the Sum Insured in the Schedule

2. **Automatic Reinstatement of Sum Insured**

Unless there is written notice by **Us** to the contrary in the event of loss or **Damage** under this Section **We** will automatically reinstate the Sum Insured provided that

- (i) **You** undertake to pay the appropriate additional premium and take immediate steps to effect such additions to or variations in protections as **We** may require
- (ii) the aggregate of the amounts so reinstated during anyone Period of Insurance shall not exceed the amount of the Sum Insured

3. **Basis of Claim Settlement**

The basis of claims settlement under this Section is:

(a) **Trade Samples and Stock in Trade**

We will pay **You** the value of the **Property** at the time of the **Damage** or at **Our** option reinstate or replace the **Property** or any part thereof.

If the Sum Insured at the time of the **Damage** is less than the full cost of the replacement at current prices then **You** will be regarded as **Your** own insurer for the difference and bear a rateable share of the **Damage** accordingly

(b) **Office Contents** other than **Trade Samples** and **Stock in Trade**

Following **Damage** to **Property** other than **Trade Samples** and **Stock in Trade** the basis upon which the amount payable hereunder is calculated will be the reinstatement of the **Property** damaged.

For this purpose "reinstatement" means

- (a) the rebuilding or replacement of **Property** lost or destroyed which provided that **Our** liability is not increased may be carried out
 - (i) in any manner suitable to **Your** requirements
 - (ii) upon another site
- (b) the repair or restoration of **Property** damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Conditions

1. **Our** liability for the repair or restoration of the **Property** damaged in part only shall not exceed the amount which would have been payable had such **Property** been wholly destroyed
2. if at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property** covered by any item subject to this clause exceeds its Sum Insured at the commencement of any destruction or **Damage** **Our** liability will not exceed that proportion of the amount of the destruction or **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such **Property** at that time
3. no payment beyond the amount which would have been payable in the absence of this Clause shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
 - (c) if the **Property** insured at the time of its loss destruction or **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement
4. all the terms and conditions of the **Policy** shall apply
 - (a) in respect of any claim payable under the provisions of the Clause except in so far as they are varied hereby
 - (b) where claims are payable as if this Clause had not been incorporated

Extensions

Cover provided by this Section is extended to include

What is Covered	What is not Covered
<p>A. Removal of Debris</p> <p>The reasonable costs and expenses necessarily incurred with Our consent</p> <ul style="list-style-type: none"> (i) in removing debris (ii) in site clearance (iii) for transshipment and recovery charges <p>following collision, overturning or impact of any vehicle, trailer or semi-trailer owned hired or leased by You with any object, or to reduce the amount of any claim</p>	<p>Any amount in excess of £2,500</p>
<p>B. Sheets, Ropes, Chains, Toggles, and Packing Materials</p> <p>Damage to sheets, ropes, chains, toggles and packing materials while carried on any vehicle, trailer or semi-trailer owned hired or leased by You</p>	<p>Any amount in excess of £2,500</p>
<p>C. Damage to Tools</p> <p>Damage to Tools in or from any vehicle, trailer or semi-trailer owned hired or leased by You</p>	<p>Any amount in excess of £1,500</p> <p>Damage caused by theft from any unattended vehicle, trailer or semi-trailer</p> <p>However this exclusion will not apply unless</p> <ul style="list-style-type: none"> (a) all doors, windows and other points of access have been locked where locks have been fitted (b) all manufacturer's security devices have been put into operation (c) the keys have been removed from the unattended vehicle (d) unattached trailers have anti-hitching devices fitted and they have been put into effect (e) from 9pm until collected the next day by You or any Employee the unattended vehicle is <ul style="list-style-type: none"> i) parked within a locked building of substantial construction, or ii) parked within a locked compound surrounded by secure walls or fences

Section 6 - Business Liability

Sub-Section A - Employers Liability

Definitions

Also refer to the Policy Definitions on pages 4 to 7.

The following additional definitions apply to this Sub-Section and shall keep the same meaning wherever they appear in this Sub-Section

Compensation

Damages including interest

Costs and Expenses

- (1) **Costs and Expenses** of claimants for which **You** are legally liable
- (2) **Costs and Expenses** incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this sub-section
- (3) Fees incurred with **Our** written consent for
 - (a) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**
 - (b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death

In connection with any event which is or may be the subject of indemnity under this Sub-Section

What is Covered	What is not Covered
<p>We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of Injury sustained within the Territorial Limits during the Period of Insurance by any Employee arising out of their employment by You in the course of the Business</p>	<p>Any liability arising out of</p> <ol style="list-style-type: none">(a) any work away from the Premises other than non-manual commercial duties, collection or delivery(b) being on, working on or travelling to or from any Offshore installation
<p>Limit of Liability</p> <p>Our liability under this section for Compensation and Costs and Expenses payable in respect of any one claim against You or series of claims against You arising out of one event will not exceed the amount stated in Sub-Section A of this Section of the Schedule</p>	<p>Any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act Legislation</p>

Extensions

Cover provided by this Sub-Section is extended to include

What is Covered	What is not Covered
<p>A. Payment for Court Attendance</p> <p>In the event of any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Sub-Section We will provide Compensation to You at the following rates per day for each day on which attendance is required</p> <p>(a) any director or partner of the Insured £250 (b) any Employee £150</p>	
<p>B. Injury to Working Partners</p> <p>We will treat as an Employee any working partner or proprietor of the Business who suffers Injury provided that</p> <p>(a) such Injury is sustained whilst working in connection with the Business during the Period of Insurance and within the Territorial Limits</p> <p>(b) such Injury is caused by the negligence of another working partner, proprietor or Employee</p>	
<p>C. Health and Safety</p> <p>We will indemnify You and at Your request any director or Employee in respect of legal costs and expenses incurred with Our written consent and costs awarded against You or any director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which arises in connection with the Business</p> <p>Provided that the proceedings relate to the health, safety or welfare of Employees</p>	<p>Any fines or penalties</p> <p>Any Costs and Expenses insured by any other policy</p> <p>Any proceedings or appeals in respect of any deliberate act or omission by You</p>

What is Covered

What is not Covered

D. Unsatisfied Court Judgements

In the event of **Injury** to an **Employee** sustained during the **Period of Insurance** and arising out of their employment by **You** in the course of the **Business** which results in a judgement for **Compensation** being obtained by such **Employee** or their personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement **We** will at **Your** request pay to the **Employee** or their personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- (a) the judgement for **Compensation** is obtained in a court of law within Great Britain Northern Ireland the Channel Islands or the Isle of Man against a company partnership or individual other than **You** conducting business at or from **Premises** within Great Britain Northern Ireland the Channel Islands or the Isle of Man
- (b) there is no appeal outstanding
- (c) this judgement relates to **Injury** which would otherwise be within the terms of the **Policy**

If any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Us**

E. Additional Persons Insured

We will subject to the terms of this **Policy** indemnify:

- a) in the event of the death of any person entitled to indemnity under this Sub-Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person

What is Covered

What is not Covered

- b) at **You** request
 - i) any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement
 - ii) any director of the **Insured** or **Employee** in respect of liability arising in connection with the **Business**

Provided that **You** would have been entitled to indemnity under this Sub-Section if the claim had been made against **You**

- iii) any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- iv) any director or senior official of the **Insured** in respect of private work undertaken by any **Employee** for such director or senior official

Provided that

- i) such persons are not entitled to indemnity under any other **Policy** covering such liability
- ii) each person will as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- iii) **We** shall retain the sole conduct and control of all claims
- iv) where **We** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of **Compensation Costs** and **Expenses** will not exceed the amount stated in Sub-Section A of this Section of the Schedule

Special Conditions Applicable to Sub-Section A - Employers Liability

1. **Discharge of Liability**

We may pay the Limit of Indemnity or any lesser amount for which any claim or claims against **You** can be settled and **We** will be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment.

2. **Right of Recovery**

This insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law

3. **Radioactive Contamination**

So far as concerns the liability of any principal or liability assumed by **You** under agreement and which would not have attached in the absence of such agreement this Sub-Section will not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

Sub-Section B - Public and Products Liability

Definitions

Also refer to the Policy Definitions on pages 4 to 7.

The following additional definitions apply to this Sub-Section and shall keep the same meaning wherever they appear in this Sub-Section

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos

Compensation

Damages including interest

Costs and Expenses

- (1) **Costs and Expenses** of claimants for which **You** are legally liable
- (2) **Costs and Expenses** incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Sub-Section
- (3) Fees incurred with **Our** written consent for
 - (a) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**
 - (b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death

In connection with any event which is or may be the subject of indemnity under this Sub-Section

Pollution and Contamination

- (1) All pollution and contamination of buildings or other structures or of water or land or the atmosphere and
- (2) All **Damage to Property** or **Injury** directly or indirectly caused by such pollution and contamination

What is Covered	What is not Covered
<p>We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses as a result of accidental</p> <ul style="list-style-type: none"> (a) Injury to any person (b) Damage to material property (c) Obstruction trespass nuisance or interference with any right of way air or light or water or other easement (d) Wrongful arrest malicious prosecution detention imprisonment eviction or accusation of shoplifting of any person (not being an Employee) <p>occurring within the Territorial Limits during the Period of Insurance</p> <ul style="list-style-type: none"> (i) happening in the course of the Business <p>OR</p> <ul style="list-style-type: none"> (ii) caused by Products sold or supplied by You in the course of the Business 	<p>The amount of the Excess shown in the Schedule</p> <p>Any liability arising out of</p> <ul style="list-style-type: none"> (a) Injury to any Employee, partner or proprietor arising out of and in the course of employment by You in the Business (b) loss of or Damage to any Property owned loaned leased hired or rented to You (c) loss or Damage to any Property held in trust or in the custody of You, any Employee or any other party who is carrying out work on Your behalf (d) the ownership possession or use by You or on Your behalf of any craft designed to travel in on or through water, air or space other than hand propelled watercraft less than 8 metres in length (e) the ownership possession or use by You or on Your behalf of any mechanically propelled vehicle or trailer attached thereto <ul style="list-style-type: none"> (i) in circumstances to which the Road Traffic Acts or other road traffic legislation applies (ii) if such liability is insured by any other policy or is required by any traffic legislation to be the subject of compulsory insurance or other security (f) any work away from the Premises other than non manual commercial duties, collection or delivery (g) being on, working on or travelling to or from or supplying Products to any Offshore Installation (h) Damage to or the cost incurred by anyone in repairing removing dismantling replacing re-applying rectifying modifying or reinstating any Products supplied (i) advice instruction consultancy design formula specification inspection certification or testing other than in connection with Products for which indemnity is provided under this Sub-Section (j) any Products installed or incorporated in any craft designed to travel in or through air or space and which to Your knowledge was intended to be installed or incorporated in such craft (k) any Products supplied which could affect the safety or operation of nuclear installations
<p>Limit of Liability</p> <ol style="list-style-type: none"> 1. Our liability under this Sub-Section for Compensation payable in respect of any one claim against You or series of claims against You arising out of one event will not exceed the amount stated in Sub-Section B of this Section of the Schedule other than <ul style="list-style-type: none"> (a) in respect of any claims against You made within the legal jurisdiction of the United States of America or Canada or if an action is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world Our liability in respect of Compensation and Costs and Expenses will not exceed the amount stated in Sub-Section B of the Schedule (b) in respect of <ul style="list-style-type: none"> (i) Products or (ii) Pollution and Contamination where the amount stated in Sub-Section B of this Section of the schedule will be the maximum amount payable in respect of all claims occurring during any one Period of Insurance 	

What is Covered

What is not Covered

(l) **Pollution or Contamination**

- (i) occurring in the United States of America (or any territory within its jurisdiction) or Canada
- (ii) elsewhere 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 and Contamination** which arises out of one incident will be deemed to have occurred at the time such incident takes place.

- (m) The disposal of assets other than furniture and office equipment previously used in the course of the **Business**
 - (n) **Damage** arising from any work carried out on motorised vehicles or motorised cycles
 - (o) **Damage** to that part of any **Property** upon which **You** or anyone on **Your** behalf is or has been working and arising out of such work
 - (p) **Damage** to any commodity article or thing supplied installed or erected by **You** if such **Damage** is attributable to any defect therein or the harmful nature or unsuitability thereof
 - (q) mould or toxic mould
- Any liability in respect of
- (a) any costs of remedying any defect or alleged defect in land or **Premises** sold or disposed of by **You** or for any reduction in value thereof
 - (b) any costs incurred in recalling or making refunds in respect of any **Products** supplied
 - (c) any action for damages brought in a Court of Law of any territory outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in which **You** have a branch or subsidiary or is represented by a party domiciled in such territory or by a party holding **Your** Power of Attorney
 - (d) **Injury** or **Damage** to **Property** caused by or in connection with anything sold or supplied by **You** which to **Your** knowledge are directly or indirectly exported to the United States of America (or any territory within its jurisdiction) or Canada

What is Covered	What is not Covered
	<ul style="list-style-type: none">(e) anything (other than Products) that You have sold or supplied(f) liquidated damages fines or penalties(g) punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages(h) the exposure to, inhalation of, fears of the consequences of exposure to or inhalation of, the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos
	<p>Any liability which is imposed on You by reason of the terms of any contract conditions or agreement which would not have attached in the absence of such agreement other than</p>
	<ul style="list-style-type: none">(i) under any warranty of goods implied by law(ii) under an indemnity clause in any agreement between You and any independent carrier in respect of Injury or Damage caused by Products entrusted to such carrier for transit by road rail or waterway
	<p>Any liability which is insured by or would but for the existence of this Sub-Section be insured by any other Policy</p>
	<p>Any liability arising from or caused by any professional negligence, wrongful or inadequate treatment examination prescription advice by You or anyone acting on Your behalf. This exclusion shall not apply to the provision of emergency first aid</p>

Extensions

Cover provided by this Sub-Section is extended to include

What is Covered	What is not Covered
<p>A. Cross Liabilities If there is more than one insured specified in the Schedule this Sub-Section will apply separately to each one as if a separate Policy had been issued to each provided that Our total liability does not exceed the Limit of Indemnity stated in Sub-Section B of this Section of the Schedule.</p> <p>B. Defective Premises Act We will indemnify You in respect of Injury or loss or damage to Property which You may incur as owner by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any Premises which have been disposed of by You and which prior to disposal were occupied by You in connection with the Business</p>	<p>Any liability for which You are in entitled to indemnity under any other policy of insurance</p> <p>Injury or loss or Damage happening prior to the disposal of the Premises</p> <p>The cost of repairing replacing or reinstating any defect or alleged defect giving rise to such claim or for the rectification of faulty workmanship</p>
<p>C. Contingent Motor Liability We will indemnify You in respect of liability arising out of the use of any motor vehicle not owned or provided by You being used in connection with the Business anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man</p>	<p>Damage to the vehicle or the goods carried in or on the vehicle</p> <p>Injury or Damage whilst being driven by You</p> <p>Injury or Damage whilst being driven by any person with the general consent of You or Your representative who to Your or Your representatives knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding such licence</p> <p>Any liability for which You are entitled to indemnity under any other policy of insurance</p>
<p>D. Health and Safety at Work etc Act 1974 We will indemnify You and at Your request any director or Employee in respect of legal costs and expenses incurred with Our written consent and costs awarded against You or a director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man which arises in connection with the Business</p> <p>Provided that the proceedings relate to the health and safety or welfare of persons other than Employees</p>	<p>Any fines or penalties</p> <p>Any Costs and Expenses insured by any other policy</p> <p>Any proceedings or appeals in respect of any deliberate act or omission by You</p>

What is Covered	What is not Covered
<p>E. Consumer Protection and Food Safety Acts We will indemnify You in respect of legal costs and expenses with Our written consent in the defence of any proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 or Section(s) 7, 8,14 and/or 15 of the Food Safety Act 1990 provided that the proceedings relate to an offence alleged to have been committed in the course of the Business during the Period of Insurance</p>	<p>Any fines or penalties Any Costs and Expenses insured by any other Policy Any proceedings or appeals in respect of any deliberate act or omission by You</p>
<p>F. Damage to Leased or Rented Premises We will indemnify You in respect of Damage to the Premises (including fixtures and fittings) for which You are legally liable within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands which are hired, rented and occupied by You in connection with the Business</p>	<p>Such Damage if the liability is assumed under a tenancy or other agreement and would not have attached in the absence of such agreement Such Damage which the tenancy or other agreement specifies that insurance is taken out by You or on Your behalf</p>
<p>G. Payment for Court Attendance In the event of any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Sub-Section We will provide Compensation to You at the following rates per day for each day on which attendance is required</p> <p>(a) any Director or Partner of the Insured £250 (b) any Employee £150</p>	<p>The first £100 of any claim other than where the cause is Fire or Explosion</p>
<p>H. Personal Belongings We will indemnify You in respect of Damage to clothing and personal effects belonging to Employees or callers for which You are legally liable in connection with the Business</p>	<p>Clothing and personal effects being worked on or held for the purposes of being worked on</p>

J. Data Protection Act 1998

We will indemnify **You** and at **Your** request any director or **Employee** in respect of the sums which **You** or any Director or **Employee** become legally liable to pay as **Compensation** under Section 13 of the Data Protection Act 1998 for **Damage** or distress caused in connection with the **Business** during the **Period of Insurance** provided that **You** are

- (a) a registered user in accordance with the terms of the Act
- (b) not in **Business** as a computer bureau

Our maximum liability including all costs and expenses under this Extension in respect of all claims occurring during any one **Period of Insurance** will not exceed £250,000

For the purposes of this Extension the phrases or words data processor and data shall carry the same meaning as defined under the Data Protection Act 1998

Any liability in respect of

- (a) any **Damage** or distress caused by any deliberate act or omission by **You** the result of which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission
- (b) any **Damage** or distress caused by any act of fraud or dishonesty
- (c) the **Costs and Expenses** of rectifying rewriting or erasing data
- (d) liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- (e) any fines or penalties

Liability arising as a result of the provision by **You** of the services of a data processor

Special Conditions Applicable to Sub-Section - B Public and Products Liability

1. Discharge of Liability

We may pay the Limit of Indemnity or any lesser amount for which any claim or claims against **You** can be settled and **We** will be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

Section 7 - Business Interruption

Definitions

Also refer to the Policy Definitions on pages 4 to 7.

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Gross Income

The money paid or payable to **You** for goods sold or supplied (less the cost of purchases) and professional services rendered in the course of the **Business** either at the **Premises** or elsewhere

Increased Cost of Working

The additional expenditure necessarily and reasonably incurred with **Our** consent.

Indemnity Period

The period during which the **Business** results are affected due to the **Damage** starting from the date of the **Damage** and lasting no longer than the **Maximum Indemnity Period**.

Maximum Indemnity Period

The number of months stated in Section 7 of the Schedule.

What is Covered	What is not Covered
<p>In the event of Damage to Property used by You at the Premises occupied by You for the purposes of the Business for which We have admitted liability under Sections 1, 2 or 4 of this Policy causing an interruption or interference to the Business which results in a reduction in the Gross Income We will indemnify You for</p> <ul style="list-style-type: none">(a) the amount by which the Gross Income during the Indemnity Period as a result of the Damage falls short of the Gross Income which would have been received during the Indemnity Period had no Damage occurred(b) the Increased Cost of Working for the sole purpose of avoiding or diminishing the reduction in Gross Income during the Indemnity Period but not more than the loss avoided under (a)(c) auditors or accountants charges reasonably incurred for producing and certifying details of a claim under this Section <p>less any sum saved during the Indemnity Period in respect of charges or business expenses payable out of Gross Income which cease or are reduced as a result of the Damage.</p>	<p>Any loss arising out of</p> <ul style="list-style-type: none">(a) the deliberate erasure loss distortion or corruption of information on computer systems other records programs or software(b) mislaying or misfiling of records and tapes(c) the deliberate act of the supply undertaking in restricting or withholding electricity supply(d) Damage directly or indirectly caused by or arising from any programming or operator error Virus or Similar Mechanism or Hacking including where this results from the actions of malicious persons other than thieves

Extensions

Cover provided by this Section is extended to include interruption or interference with the **Business** as defined

What is Covered	What is not Covered
<p>A. Prevention of Access Damage to Property in the vicinity of the Premises caused by any of the Insured Perils included under Sections 1 and 2 of this Policy which prevents or hinders the use of or access to the Premises</p>	<p>Any loss or destruction of or Damage to Property of any supply undertaking from which You obtain electricity gas or water or telecommunications services which prevents or hinders the supply of such services</p>
<p>B. Disease The occurrence of</p> <ul style="list-style-type: none"> (a) Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprose, Leptospirosis, Malaria, Measles, Meningococcal infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever sustained by any person at the Premises (b) murder or suicide occurring on the Premises (c) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink supplied from the Premises (d) vermin or pests in the Premises (e) an accident which causes defects in the drains or other sanitary arrangements at the Premises <p>where use of the Premises is restricted on the order or advice of the competent authority</p>	<p>Any costs incurred in cleaning repair replacement recall or checking of Property</p> <p>Any loss arising from those Premises that are not other than those directly subject to the occurrence</p> <p>Any amount in excess of £25,000</p>

What is Covered	What is not Covered
<p>C. Suppliers Interruption of or interference with the Business caused by Damage to Property at any of Your suppliers premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man by any of the Insured Perils included under Sections 1 and 2 of this Policy</p>	<p>Damage at any premises of suppliers of electricity gas or water or telecommunications services Any amount in excess of £25,000</p>
<p>D. Failure of Public Supply Accidental failure of public supplies within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man of electricity gas or water at the terminal ends of the public supply undertaking's feed to the Premises</p>	<p>Any loss as a result of</p> <ul style="list-style-type: none">(a) accidental failure which lasts for less than 30 minutes(b) the deliberate act of any supply undertaking(c) the exercise of any supply authority power to withdraw or restrict supply(d) any industrial action(e) drought or other weather conditions unless equipment has been damaged(f) any wilful act or neglect by You(g) an excluded clause(h) atmospheric or weather conditions but this shall not exclude failure due to damage to equipment caused by such conditions
<p>E. Telecommunications Accidental failure of the supply of telecommunication services (other than satellite services) at the incoming line terminals or receivers at the Premises</p>	<p>Any loss as a result of</p> <ul style="list-style-type: none">(a) the deliberate act of any supply undertaking(b) the exercise of any supply undertaking's power to withdraw or restrict supply or services(c) any industrial action(d) drought or other weather conditions unless equipment has been damaged(e) any wilful act or neglect by You(f) an excluded cause(g) atmospheric or weather conditions but this shall not exclude failure due to damage to equipment caused by such conditions(h) accidental failure that lasts for less than 30 minutes

What is Covered	What is not Covered
<p>F. Public Emergency The actions or advice of a competent Public Authority due to an emergency likely to endanger life or Property in the vicinity of the Premises which prevents or hinders the use or access to the Premises</p>	<p>Any amount exceeding £100 for each day in respect of any one failure AND any amount in exceeding £2,500 in respect of all failures in any one Period of Insurance</p> <p>Any loss</p> <ul style="list-style-type: none"> (a) during the first four hours (b) during any period other than the actual period when access to the Premises was prevented (c) as a result of labour disputes (d) occurring in Northern Ireland (e) as a result of infectious or contagious diseases <p>Any amount in excess of £10,000.</p>
<p>G. Business Documents Damage to Business Documents whilst temporarily at premises not in Your occupation or whilst in transit by road, rail or inland waterway anywhere within Great Britain, Northern Ireland the Channel Islands or the Isle of Man</p>	

Special Conditions Applicable to this Section

1. **Limit of Liability**

The maximum amount payable in any one **Period of Insurance** in respect of any one item insured under this Section is the Sum Insured stated for each item under Section 7 of the Schedule

2. **Cessation of Trading**

This Section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance** unless **We** give **Our** written consent

3. **First Year Trading**

If the **Damage** occurs in the first year of trading any payment made shall be based on the trading figures immediately prior to the loss

4. **Adjustments**

In adjusting the amount paid all variations or special circumstances affecting the **Business** shall be taken into account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if the **Damage** had not occurred

5. **Accounting Adjustments**

For the purposes of these definitions any adjustments implemented in current cost accounting will be disregarded.

6. **Value Added Tax**

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

7. **Alternative Trading**

If during the **Indemnity Period** goods are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or services will be brought in to account in arriving at the reduction of sales during the **Indemnity Period**

8. **Automatic Reinstatement of Loss**

In the event of a loss the Sum Insured hereby will not be reduced by the amount of such loss provided that **You** will

- (a) pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the **Period of Insurance**
- (b) if the loss results from theft give effect to any additional protective devices which the **Insurer** may require for the further security of the **Property** insured

9. **Condition of Average**

If at the time of any **Damage** the sum insured on **Gross Income** is less than the **Gross Income** which would have been earned in the **Maximum Indemnity Period** following the date of the **Damage** had the damage not occurred the amount payable will be proportionately reduced

Section 8 - Accounts Receivable

Definitions

Also refer to the Policy Definitions on pages 4 to 7.

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Customer Accounts

Your accounts for all customers who trade with **You** on a credit or hire purchase basis.

Outstanding Debit Balances

The money owed to **You** by customers at the date of the **Damage** taking into account

- (a) bad debts
- (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to **Customer Accounts** in the period between the date to which the statement relates and the date of the **Damage**
- (c) any abnormal trading conditions which could or have had a material effect on the **Business**
- (d) **Your** last record of amounts owed by customers

What is Covered

In the event of **Damage** to any of **Your** books of account or other business books or records whilst on the **Premises** occupied by **You** or temporarily elsewhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man by an Insured Peril under Sections 1, 2 or 4 of this **Policy** which results in **Your** inability to trace or establish the **Outstanding Debit Balances We** will indemnify **You** for

- (a) the difference between the amount of the **Outstanding Debit Balances** and the total of the amounts received or traced in that respect
- (b) the additional expenditure incurred with **Our** consent in tracing and establishing **Customer Accounts** debit balances after the **Damage**
- (c) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section

Provided that **You** take all action which may be reasonably practicable to minimise or check any interruption or interference with the **Business** or to avoid or diminish the loss and at **Your** own expense deliver to the **Company** in writing a statement setting forth particulars of Your claim

What is not Covered

Damage

- (a) arising from the mislaying or misfiling of records or tapes
- (b) arising from wear tear and gradual deterioration vermin rust damp or mildew
- (c) arising from dishonest or fraudulent acts by any of **Your Employees**
- (d) arising from the deliberate act of the public supply undertaking in restricting or withholding electricity supply
- (e) arising from deliberate falsification of records or tapes
- (f) arising from the erasure loss distortion or corruption of information on computer systems or other records or programs or software
- (g) arising from the failure to collect debts which have been traced and established
- (h) directly or indirectly caused by or arising from any programming or operator error Virus or Similar Mechanism or Hacking including where this results from the actions of malicious persons other than thieves

Special Conditions Applicable to this Section

1. **Record Keeping**

You will retain a record of the **Outstanding Debit Balances** at least once every seven days and retain a copy either in a locked fire resistant safe or cabinet at the **Premises** or away from the **Premises**

2. **Limit of Liability**

The maximum amount payable in any one **Period of Insurance** under this Section is the Sum Insured stated in Section 8 of the Schedule

3. **Condition of Average**

If at the time of any **Damage** the Sum Insured stated in the Schedule is less than the **Outstanding Debit Balances** the amount payable will be proportionately reduced

4. **Accounting Adjustments**

For the purposes of these definitions any adjustments implemented in current cost accounting will be disregarded

5. **Cessation of Trading**

This section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance** unless **We** give **Our** written consent

Section 9 – All Risks on Specified Equipment

What is Covered

We will indemnify **You** in respect of accidental **Damage** to the **Property** specified in the Schedule occurring anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man and for up to 21 consecutive days elsewhere in the world

What is not Covered

The amount of the **Excess** shown in the schedule

Damage

- (a) by theft or attempted theft from an unattended motor vehicle unless such motor vehicle has been securely locked at all access points
- (b) by theft or attempted theft from the **Premises** not involving entry to or exit from by forcible and violent means
- (c) to **Property** more specifically insured
- (d) by wear and tear, depreciation, erosion, the action of light or atmosphere, moths, vermin, insects or parasites
- (e) any process of cleaning, dyeing, restoring, adjusting or repairing
- (f) by normal maintenance or repair
- (g) by frost, corrosion, dampness, dryness, evaporation, loss of weight, contamination, wet or dry rot, marring, scratching, bruising or deterioration, mildew, mould or toxic mould
- (h) due to any change in temperature
- (i) arising during installation, maintenance, removal or use contrary to the manufacturers instructions or interference with any component part
- (j) arising from mechanical or electrical breakdown or derangement or arising from adjustment or repair other than by fire
- (k) to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such loss or **Damage** is caused by programming or operator error Virus or Similar Mechanism or Hacking
- (l) by official confiscation or detention

- (l) loss of or damage to Money documents securities motor vehicles caravans boats cycles household goods sports equipment contact or corneal lenses

Damage by official confiscation or detention

The erasure or distortion of information on computer systems or their records.

Special Conditions Applicable to this Section

1. **Basis of Claims Settlement**

Damage under this Section **We** will pay **You** the cost of repair or current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay

2. **Average**

If the Sum Insured at the time of the **Damage** is less than the full cost of replacement at the current prices then **You** will be **Your** own insurer for the difference and bear a rateable share of the **Damage** accordingly

3. **Index Linking**

The Sum Insured by each item stated in this Section of the Schedule is subject to **Index Linking**

4. **Limit of Liability**

The maximum amount payable in respect of any one item under this Section is the Sum Insured stated in the Schedule for each item plus **Index Linking**

5. **Automatic Reinstatement of Sum Insured**

Unless there is written notice by **Us** to the contrary in the event of loss or **Damage** under this Section **We** will automatically reinstate the Sum Insured provided that

- (i) **You** undertake to pay the appropriate additional premium and take immediate steps to effect such additions to or variations in protections as **We** may require
- (ii) the aggregate of the amounts so reinstated during any one Period of Insurance shall not exceed the amount of the Sum Insured

Section 10 – Equipment Breakdown

Cover under this Section is provided by HSB Engineering Insurance Limited. Aldgate House, 33 Aldgate High Street, London, EC3N 1EN. Registered in England and Wales, number 02396114.

Definitions

Also refer to the Policy Definitions on pages 4 to 7.

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

HSB

HSB Engineering Insurance Limited

Accident

Direct physical loss as follows:

- (a) electrical or mechanical **Breakdown**, including rupture or bursting caused by centrifugal force;
- (b) artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
- (c) **Explosion** or **Collapse** of covered equipment operating under steam or other fluid pressure owned or leased by the **You** or operated under the **Your** control;
- (d) loss or **Damage** to covered equipment operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment; or
- (e) loss or **Damage** to hot water boilers or other water heating equipment caused by or resulting from any condition or event (not otherwise excluded) inside such equipment;
- (f) operator error;
- (g) **Damage** caused by materials being processed.

If an initial **Accident** causes other **Accidents**, all will be considered one **Accident**. All **Accidents** that are the result of the same event will be considered one **Accident**.

Breakdown

The actual breaking failure distortion or burning out of any part of the **Covered Equipment** whilst in ordinary use arising from defects in the **Covered Equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work.

Fracturing of any part of the **Covered Equipment** by frost when such fracture renders the **Covered Equipment** inoperative.

The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.

Collapse

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the **Covered Equipment** caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).

Manufacturing Production or Process Equipment

Any machine or apparatus which takes in processes, forms, cut, shapes, grinds or conveys raw materials, materials undergoing the process, or the finished product, including any equipment forming a part of the dedicated power supply, driving or controlling mechanism for such machine or apparatus.

Computer Equipment

Equipment that is electronic, computer or other data processing equipment, including **Media** and peripherals used in conjunction with such equipment.

Covered Equipment

Property insured built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilisation of energy.

Excluding

- (a) structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building;
- (b) insulating or refractory material;
- (c) sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
- (d) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- (e) vehicles, aircraft, floating vessels or any equipment mounted on such vehicle (other than vehicle recovery cranes or equipment), aircraft or floating vessel;
- (f) mobile plant and equipment (other than fork lift trucks used by **You** at the **Premises**), dragline, excavation or construction equipment;
- (g) equipment manufactured by **You** for sale; or
- (h) tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands or any part requiring periodic renewal;
- (i) any electronic equipment, other than **Computer Equipment**, used for research, diagnostic, treatment, experimental or other medical or scientific purposes;
- (j) any **Manufacturing Production or Process Equipment**
- (k) domestic laundry, kitchen, audio visual and home entertainment equipment when such equipment is used in private living quarters;
- (l) equipment owned by **Your** tenants.

Explosion

The sudden and violent rending of the **Covered Equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **Covered Equipment** together with forcible ejection of the contents

Media

All forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

Refrigeration Unit

Any deep freeze, chiller, refrigeration cabinet or cold store.

Verified

Checked for accuracy and integrity to ensure a precise match with the source **Data** and capable of restoration

What is Covered

What is not Covered

HSB will indemnify **You** for **Damage** arising from an **Accident** in respect of:

1. **Covered Equipment** belonging to **You** or for which **You** are responsible at the **Premises** described in Sections 1 and 2 of this **Policy** up to the Sums Insured for each item in the Schedule
2. Loss of **Gross Income** as described in Section 7 of this **Policy** for which we have admitted liability under 1 above up to a maximum amount of £50,000

Extensions

Cover provided by this Section is extended to include

A. Contamination by Hazardous Substances

HSB will be liable for the additional cost to repair or replace covered **Property** because of contamination by a hazardous substance. This includes the additional expenses to clean up or dispose of such **Property**. Hazardous substance means - any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.

Additional costs mean - those beyond what would have been required had no hazardous substance been involved.

HSB will not be liable for more than £10,000 under this cover, including any loss of **Gross Income** sustained.

B. Computer Equipment, Reinstatement of Data and Increased Costs of Working

1. **HSB** will be liable for **Damage** caused by or resulting from an **Accident** to **Computer Equipment**.
2. In addition **HSB** will be liable for costs incurred in reinstating **Data** lost or damaged in consequence of an **Accident** to **Computer Equipment**.

Provided that

- (a) liability is limited solely to the cost of reinstating **Data** onto **Media**
 - (b) **HSB** will not be liable for any losses discovered later than six months after the loss was initiated
 - (c) the maximum amount **HSB** will be liable for in respect of such costs will not exceed £25,000
 - (d) **HSB** will not be liable for **Damage** to software
 - (e) **HSB** will not be liable under this Extension for costs more specifically insured under Section 7 Business Interruption
3. In addition **HSB** will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to **Your** computer operations

The maximum amount **HSB** will be liable for in respect of such costs in any one **Period of Insurance** will not exceed £25,000.

HSB will not be liable under this Extension for an amount exceeding £100,000 in the aggregate including loss of **Gross Income** sustained.

C. Public Authorities/Law or Ordinance

If an **Accident** to **Covered Equipment** damages a building that is covered under this **Policy** and the loss is increased by enforcement of any public authority, ordinance or law in force at the time of the **Accident** that regulates the construction or repair of buildings, or establishes zoning or land use requirements, **HSB** will be liable for the following additional costs to comply with such ordinance or law:

- (a) **your** actual expenditures for the cost to demolish and clear the site of undamaged parts.
- (b) **your** actual expenditures for increased costs to repair, rebuild or construct the building. If the building is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by zoning or land use ordinance or law.
- (c) loss as described under Section 7 of the **Policy** caused by loss covered in (a) or (b) above

HSB will not be liable for:

- (a) any fine;
- (b) any liability to a third party;
- (c) any increase in loss due to a hazardous substance (other than as specifically insured under Extension A: Contamination by Hazardous Substances);
- (d) increased construction costs until the building is actually repaired or replaced.

D. Expediting Expenses

With respect to damaged **Covered Equipment**, **HSB** will be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement.

The maximum amount **HSB** will be liable for under this Extension will not exceed £20,000.

E. Hire of Substitute Item

If **Covered Equipment** is damaged as a result of an **Accident**, **HSB** will also indemnify **You** against the cost of hire charges actually incurred by **You** during the **Period of Insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

The maximum amount **HSB** will be liable for under this Extension will not exceed £5,000.

F. Loss of Contents

The insurance under this policy extends to include **Damage** caused by an **Accident** to oil storage tanks or water tanks (other than sprinkler system tanks) including connecting pipework belonging to **You** or for which **You** are responsible at the **Premises**. In addition this extension covers loss of the contents of oil storage tanks caused by

- (a) Escape of Contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an **Accident**
- (b) Contamination - contamination of the contents of the oil storage tanks caused by or resulting from an **Accident** including cleaning costs incurred as a result of such loss

This Additional Coverage excludes

- (1) loss by fire howsoever the fire may have been caused
- (2) loss resulting from corrosion erosion or wasting

- (3) contamination of the contents resulting from
 - (a) the natural settling separation or accumulation of fluids or materials constituting the normal contents
 - (b) the deliberate use of fluids or materials in the oil storage for cleaning flushing or similar purposes
- (4) loss sustained whilst oil storage tanks are in transit between premises
- (5) costs or expenses arising from pollution or contamination of property not covered by this Additional Cover.

The Insurer shall not be liable for more than £5,000 under this coverage in respect of any one **Accident** or series of accidents arising out of any one occurrence

G. Loss Avoidance Measures

Reasonable costs necessarily incurred by **You** to take exceptional measures to prevent or mitigate impending **Damage** to **Covered Equipment** as a result of an **Accident**

Provided that

- (a) **Damage** would be reasonably be expected if such measures were not implemented
- (b) we are satisfied that **Damage** has been avoided or mitigated by means of the exceptional measures
- (c) the amount payable will be limited to the cost of **Damage** which would have otherwise occurred
- (d) the terms conditions and exclusions of this Section and the **Policy** apply as if **Damage** has occurred
- (e) if **Damage** had occurred it would have resulted in a claim that would have been accepted by us under this section of the **Policy**

The maximum amount **HSB** will be liable for under this Extension in any one **Period of Insurance** will not exceed £25,000.

H. Perishable Goods

In the event of **Damage** to Perishable Goods due to deterioration or putrefaction whilst stored only in any **Proprietary Refrigeration Unit** contained in the **Premises** for the purpose of the **Business** caused by

- (a) **Breakdown** or failure of the installation which means sudden stoppage of refrigeration process by reason of inherent fault or accidental means
- (b) escape of refrigerant or refrigeration fumes
- (c) accidental failure of the public electricity supply

HSB will not be liable under this Extension for

- (a) loss caused by wear tear deterioration of the **Proprietary Refrigeration Unit** or other gradually operating cause
- (b) loss occurring in any **Proprietary Refrigeration Unit** which is older than 5 years when this insurance commences unless there is in force in respect of such **Proprietary Refrigeration Unit** a maintenance or service agreement either with the manufacturers or suppliers thereof or an approved firm of refrigeration engineers
- (c) loss caused by incorrect setting of thermostats or automatic controlling devices
- (d) any consequential loss
- (e) loss arising from the deliberate act of the public supply authority or the exercise of its power to withhold or restrict supply or from strikes or industrial disputes
- (f) **Damage** insured by any other Section of this **Policy**

The maximum amount **HSB** will be liable for under this Extension will not exceed £15,000.

General Conditions applicable to this Section

1. Precautions

You will exercise due diligence in

- (a) complying with any statute or order;
- (b) ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or **Damage**.

2. Back Up Records

You will maintain a minimum of 2 separate **Verified** back-up copies of **Your** computer records taken at intervals no less frequently than 48 hours one copy as a minimum being held off site and take all reasonable precautions to store and maintain records in accordance with the makers recommendations.

3. Reinstatement Basis of Settlement in the event of a claim

Applicable unless stated otherwise in the Schedule

Subject to the following special conditions the basis upon which the amount payable in respect of **Covered Equipment** is to be calculated shall be the reinstatement of the **Covered Equipment** that is the subject of an **Accident**

For this purpose "reinstatement" means

- (a) the replacement of **Covered Equipment** that is the subject of an **Accident** which provided **Our** liability is not increased may be carried out
 - (i) in any manner suitable to **Your** requirements
 - (ii) upon another site

- (b) the repair or restoration of **Covered Equipment** that is the subject of an **Accident**

in the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special Conditions

1. **HSB's** liability for the repair or restoration of **Covered Equipment** that is the subject of an **Accident** shall not exceed the amount payable for replacement of the **Covered Equipment**
2. No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred

All the terms and conditions of the **Policy** shall apply

- (a) in respect of any claim payable under this condition except in so far as they are varied hereby
- (b) where claims are payable as if this condition had not been incorporated.

General Exclusions applicable to this Section

1. **HSB** will not be liable for loss or **Damage** caused by or resulting from:
 - (a) a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or an insulation **Breakdown** test of any type of electrical equipment;
 - (b) any defect, virus, loss of **Data** (other than as specifically provided for under additional coverage 3) or other situation within **Media**; or
 - (c) depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. But if loss or **Damage** from an **Accident** results, the **Insurer** shall be liable for that resulting loss or **Damage**;
 - (d) loss due to solidification or biological activity or spontaneous chemical reaction in the contents of tanks or materials being processed.
2. **HSB** will not be liable for loss or **Damage** recoverable under the maintenance agreement or any Warranty or Guarantee, or which would be recoverable but for breach of the **Insured's** obligations under the agreement.
3. With respect to loss of **Gross Income**, **HSB** will not be liable for delay in resuming operations due to the need to reconstruct or re-input **Data** or programs on **Media**.

Section 11 – Commercial Legal Expenses

Cover under this Section is provided by DAS Legal Expenses Insurance Company Limited. DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274

DAS agree to provide the insurance in the Section as long as:

- a) the **Date of Occurrence** of the insured incident happens during the **Period of Insurance** and within the **Territorial Limits**; and
- b) any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **Territorial Limits**; and
- c) in civil claims it is always more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence,

For all **Insured Incidents**, **DAS** will help in appealing or defending an appeal as long as the **Insured Person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **Costs and Expenses** for appeals, **DAS** must agree that it is always more likely than not that an appeal will be successful.

If an **Appointed Representative** is used, **DAS** will pay the **Costs and Expenses** incurred for this.

DAS will pay Compensation Awards that **DAS** have agreed to.

The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the limit of indemnity in the Schedule.

Definitions

Also refer to the Policy Definitions on pages 4 to 7

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

DAS

DAS Legal Expenses Insurance Company Limited

You, Your, The Policyholder

The person(s) or company named in the Schedule

Insured Person

The person(s) or company named in the Schedule and the directors, partners, managers, employees and any other person declared to **DAS** by **You**

Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **Insured Person** in accordance with the terms of this Section

Full Enquiry

An extensive examination by HM Revenue & 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

Aspect Enquiry

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

Tax Intervention Enquiry

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

Date of Occurrence

- (1) For civil cases (other than under **Insured Incident** – 6 Tax Protection), the **Date of Occurrence** is when the cause of action first accrued
- (2) For criminal cases, the **Date of Occurrence** is when the **Insured Person** commenced or is alleged to have commenced to violate the criminal law in question
- (3) For licence or registration appeals, the **Date of Occurrence** is when **You** first became aware 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
- (4) For a **Full Enquiry** or **Aspect Enquiry**, the **Date of Occurrence** is when HM Revenue & Customs first notifies in writing the intention to make enquiries
- (5) For Tax Intervention Enquiries, the **Date of Occurrence** is when HM Revenue & Customs first contacts **You** in relation to commencing an intervention enquiry into **Your** business accounts
- (6) For Employer's Compliance and Value Added Tax disputes, the **Date of Occurrence** is when the relevant authority sends an assessment or written decision to **You**

Costs and Expenses

1. Legal Costs

All reasonable and necessary costs chargeable by the **Appointed Representative** on a standard basis
Also costs incurred by opponents in civil cases if an **Insured Person** has been ordered to pay them, or pays them with the agreement of **DAS**

2. Accountants Costs

A reasonable amount in respect of all costs reasonably incurred by the **Appointed Representative**

3. Attendance Expenses

The **Insured Person's** salary or wages for the time that the **Insured Person** is off work to attend any arbitration, court or tribunal at the request of the **Appointed Representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **Insured Person's** employer will not pay for

The amount **DAS** 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** works full time, the salary or wages for each whole day equals 1/250th of the **Insured Person's** yearly salary or wages
- (c) if the **Insured Person** works part-time, the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages

Territorial Limits

For Insured Incident - 2 Legal Defence (excluding 2(4)) and 5(b) 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 **Insured Incidents**

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands

1. Employment Disputes and Compensation Awards

What is Covered	What is not Covered
<p>Insured Incidents</p> <p>A. Employment Disputes</p> <p>DAS will defend Your legal rights:</p> <ul style="list-style-type: none"> (1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; <p>or</p> <ul style="list-style-type: none"> (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; <p>or</p> <ul style="list-style-type: none"> (3) in legal proceedings in respect of any dispute with <ul style="list-style-type: none"> (a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with You; or (b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation <p>B. Compensation Awards</p> <p>DAS will pay</p> <ul style="list-style-type: none"> (1) any basic and compensatory award and/or (2) an order for compensation following a breach of Your statutory duties under employment legislation <p>In respect of a claim DAS have accepted under Insured Incident 1A</p> <p>Provided that</p> <ul style="list-style-type: none"> (1) In cases relating to performance and/or conduct, You have throughout the employment dispute either: <ul style="list-style-type: none"> (a) followed the ACAS Code of 	<ul style="list-style-type: none"> (1) Any claim in respect of damages for personal injury or Damage to property (2) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005 <ul style="list-style-type: none"> (1) Any compensation award relating to the following: <ul style="list-style-type: none"> - trade union activities, trade union membership or non-membership - pregnancy or maternity rights - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996 - statutory rights in relation to trustees of occupational pension schemes - statutory rights in relation to Sunday shop and betting work

What is Covered	What is not Covered
<p>Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service;</p> <p>or</p> <p>(b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland;</p> <p>or</p> <p>(c) sought and followed advice from the DAS legal advice service</p> <p>(2) For an order of compensation following Your breach of statutory duty under employment legislation You have at all times sought and followed advice from the DAS legal advice service since the date when You should have known about the employment dispute</p> <p>(3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, You have sought and followed advice from the DAS Claims Department prior to serving notice of redundancy</p> <p>(4) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by DAS</p> <p>(5) The total of the compensation awards payable by us shall not exceed £1,000,000 in any one Period of Insurance</p>	<p>(2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto</p> <p>(3) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998</p> <p>(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 or re-engagement order</p>
<p>C. Service Occupancy</p>	
<p>DAS will negotiate for Your legal rights against an employee or ex-employee to recover possession of premises owned by, or for which You are responsible</p>	<p>Any claim relating to defending Your legal rights other than defending a counter-claim</p>

2. Legal Defence

What is Covered

Insured Incidents

At **Your** request

- (1) **DAS** will defend the **Insured Person's** legal rights
 - (a) prior to the issue of legal proceedings when dealing with
 - the Police
 - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer
 where it is alleged that the **Insured Person** has or may have committed a criminal offence
 - or
 - (b) following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction
 - or
 - (c) if civil action is taken against the **Insured Person** for compensation under section 13 of the Data Protection Act 1988. **DAS** will also pay any compensation award made against the **Insured Person** under section 13 of the Data Protection Act 1988
- (2) **DAS** 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**
- (3) **DAS** will defend the **Insured Person's** (other than **Your**) legal rights if:
 - (a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion

What is not Covered

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

What is Covered

or

(b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **Your** employees

(4) **DAS** will represent the **Insured Person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **Your Business**

(5) **DAS** will represent **You** in appealing against the refusal of the Information Commissioner to register **Your** application for registration

(6) **DAS** will pay the **Attendance Expenses** of an **Insured Person** for jury service

Provided that

(1) In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **Territorial Limit** shall be any place where the Act applies

(2) At the time of the Insured Incident, **You** have registered with the Information Commissioner in respect of Insured Incident 2(1)(c)

What is not Covered

3. Contract Disputes

What is Covered

Insured Incidents

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

Provided that

- (1) The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, **You** will be responsible for the first £500 of **Legal Costs** in each and every claim
- (2) If the amount in dispute is payable in installments, the installments due and payable at the time of making the claim exceed £250
- (3) If the dispute relates to money owed to **You**, a claim under this section is made within 90 days of the money becoming due and payable

What is not Covered

- (1) Any claim relating to the following:
 - the settlement payable under an insurance policy;
 - 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;
 - a loan, mortgage, pension or any other financial product and chose in action;
 - a motor vehicle owned by, or hired or leased to, **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles

What is Covered

What is not Covered

- (2) A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **You**
- (3) A dispute which arises out of the: sale or provision of computer hardware, software, systems or services; or the purchase or hire of computer hardware, software, systems or services; tailored by a supplier to **Your** own specification
- (4) A dispute arising from a breach or alleged breach of professional duty by an **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

4. Debt Recovery

What is Covered

What is not Covered

Insured Incident

DAS will negotiate for **Your** legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services

Provided that

- (1) The debt exceeds £250
- (2) **You** have exhausted all credit control and accounting procedures as declared to **DAS**
- (3) A claim for debt recovery under this Section is made within 90 days of the money becoming due and payable
- (4) **DAS** have the right to select the method of enforcement, or to forego enforcing judgment if **DAS** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment

- (1) Any claim relating to the following:
 - the settlement payable under an insurance policy;
 - a lease, licence or tenancy of land or buildings;
 - a loan, mortgage, pension or any other financial product and chose in action;
 - a motor vehicle owned by, or hired or leased to, **The Policyholder** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles
- (2) A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
- (3) The recovery of money and interest due from another party where the other party intimates that a defence exists

5. Property Protection and Bodily Injury

What is Covered	What is not Covered
Insured Incidents	
A. Property Protection	
DAS will negotiate for Your legal rights in any civil action relating to material property which is owned by, or the responsibility of You , following:	Any claim relating to the following:
(1) any event which causes or could cause physical damage to such material property	(1) a contract entered into by You ;
or	(2) goods in transit or goods lent or hired out;
(2) any nuisance or trespass	(3) goods at premises other than those occupied by You unless the goods are at such premises for the purpose of installations or use in work to be carried out by You ,
	(4) mining subsidence;
	(5) defending Your legal rights other than in defending a counter-claim;
	(6) a motor vehicle owned or used by, or hired or leased to an Insured Person other than Damage to motor vehicles where You are engaged in the business of selling motor vehicles
B. Bodily Injury	
At Your request DAS will negotiate for an Insured Person's and their family members legal rights following an event which causes the death of, or bodily injury to them	Any claim relating to the following:
	(1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
	(2) defending an Insured Person's or their family members' legal rights other than in defending a counter-claim; or
	(3) a motor vehicle owned or used by, or hired or leased to an Insured Person or their family members

6. Tax Protection

What is Covered	What is not Covered
Insured Incidents	
<p>A. Full or Aspect Enquiry DAS will negotiate on Your behalf and represent You in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry</p> <p>B. Tax Intervention Enquiries DAS will negotiate on Your behalf and represent You in any dealings with HM Revenue & Customs in respect of a Tax Intervention Enquiry</p> <p>C. Employers' Compliance DAS will negotiate on Your behalf and represent You in any appeal proceedings in respect of a dispute concerning Your compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs</p> <p>D. VAT Disputes DAS will negotiate on Your behalf and represent You in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due</p>	<p>(1) In respect of Aspect Enquiries and Tax Intervention Enquiries the first £200 of Costs and Expenses in each and every claim</p> <p>(2) Any Insured Incident arising from a tax avoidance scheme</p> <p>(3) Any Insured Incident caused by the failure of You to register for Value Added Tax</p> <p>(4) Any Insured Incident arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office</p> <p>(5) Any Insured Incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences</p>
Provided that	
<p>(1) For all Insured Incidents You have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed</p> <p>(2) DAS will not pay more than £2,000 for claims in respect of Aspect Enquiries or Tax Intervention Enquiries</p>	

General Conditions applicable to this Section

1. An **Insured Person** must
 - (a) keep to the terms and conditions of this section
 - (b) notify **DAS** immediately of any alteration which may materially affect **DAS'** assessment of the risk;
 - (c) take reasonable steps to keep any amount **DAS** have to pay as low as possible;
 - (d) try to prevent anything happening that may cause a claim
 - (e) send everything **DAS** asks for, in writing;
 - (f) give **DAS** full details of any claim as soon as possible and give any information **DAS** needs

2.
 - (a) **DAS** can take over and conduct in the name of the **Insured Person**, any claim or legal proceedings at anytime
DAS can negotiate any claim on behalf of an **Insured Person**
 - (b) If **DAS** agree to start legal proceedings and it becomes mandatory for an **Insured Person** to be represented by a lawyer, or if there is a conflict of interest, an **Insured Person** can choose an **Appointed Representative** by sending **DAS** the suitably qualified person's name and address
DAS may choose not to accept the choice of representative, but only in exceptional circumstances
If there is a disagreement over the choice of **Appointed Representative**, another suitably qualified person can be appointed to decide the matter
 - (c) Before an **Insured Person** chooses a lawyer or an accountant, **DAS** can appoint an **Appointed Representative**
 - (d) An **Appointed Representative** will be appointed by **DAS** and represent an **Insured Person** according to **DAS's** standard terms of appointment. The **Appointed Representative** must co-operate fully with **DAS** at all times
 - (e) **DAS** will have direct contact with the **Appointed Representative**
 - (f) An **Insured Person** must co-operate fully with **DAS** and with the **Appointed Representative** and must keep **DAS** up-to-date with the progress of the claim
 - (g) An **Insured Person** must give the **Appointed Representative** any instructions that **DAS** require

3.
 - (a) An **Insured Person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**
 - (b) If an **Insured Person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **Costs and Expenses**
 - (c) **DAS** may decide to pay the **Insured Person** the amount of damages that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal proceedings

4.
 - (a) If **DAS** ask, an **Insured Person** must tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited
 - (b) An **Insured Person** must take every step to recover **Costs and Expenses** that **DAS** have to pay and must pay **DAS** any **Costs and Expenses** that are recovered

5. If an **Appointed Representative** refuses to continue acting for an **Insured Person** or the **Insured Person** dismisses an **Appointed Representative**, the cover **DAS** provide will end at once, unless **DAS** agree to appoint another **Appointed Representative**

6. If an **Insured Person** settles a claim or withdraws their claim without the agreement of **DAS**, or does not give suitable instructions to an **Appointed Representative**, the cover **DAS** provide will end at once and **DAS** will be entitled to re-claim any **Costs and Expenses** paid by **DAS**

7. If **DAS** and an **Insured Person** disagree about the choice of **Appointed Representative** or about the handling of a claim, **DAS** and the **Insured Person** can choose another suitably qualified person to decide the matter. **DAS** and the **Insured Person** must both agree to this in writing. If **DAS** cannot agree with the **Insured Person** about the choice of the second suitably qualified person, **DAS** will ask the president of a relevant national law society to choose a suitably qualified person
Whoever loses the disagreement will have to pay the costs of settling it
8. **DAS** may at its discretion require **The Policyholder** to obtain an opinion from counsel at **The Policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **DAS**
9. **DAS** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist

General Exclusions applicable to this Section

DAS will not be liable for

1. Any claim reported to **DAS** more than 180 days after the date the **Insured Person** should have known about the **Insured Incident**.
2. **Costs and Expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority other than compensation awards as covered under **Insured Incidents 1(B) Compensation Awards** and **2 Legal Defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to franchise rights, or agency rights where **The Policyholder** has the legal capacity to alter the legal relations of another.
6. Any **Insured Incident** deliberately or intentionally caused by an **Insured Person**.
7. A dispute with **DAS** not otherwise dealt with under General Condition 7 of this Section.
8. Any claim relating to a shareholding or partnership share in **The Policyholder** unless such shareholding was acquired under a scheme open to all employees of **The Policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **The Policyholder**.
9. An application for judicial review.
10. Legal action an **Insured Person** takes which **DAS** or the **Appointed Representative** have not agreed to or where the **Insured Person** does anything that hinders us or the **Appointed Representative**.
11. When either at the commencement of or during the course of a claim, **The Policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or **Property** are in the care or control of a receiver or administrator.

Optional Extensions

These Extensions only apply if shown as insured in the Schedule.

In respect of each of the following Extensions, the terms conditions limitations of the Section or Sub-Section to which it applies operate in so far as they can apply except where they are expressly varied.

1. Subsidence, Ground Heave, Landslip

Cover provided by Section 1 Buildings and Section 2 Contents (where operative) is extended to include the following additional Insured Peril.

What is Covered	What is not Covered
Subsidence or Ground Heave of any part of the site on which the Premises stand or Landslip	<p>Damage to yards, car parks, roads, pavements, swimming pools, walls, gates, fences unless also affecting a Building insured hereby</p> <p>Damage caused by or consisting of</p> <ul style="list-style-type: none">(a) the normal settlement or bedding down of new structures(b) the settlement or movement of made up ground at the Premises(c) coastal or river erosion(d) defective design or workmanship or the use of defective materials(e) fire, subterranean fire, explosion, earthquake, or the escape of water from any tank, apparatus or pipe <p>Damage resulting from</p> <ul style="list-style-type: none">(a) demolition construction structural alteration or repair of any property or(b) groundworks or excavation at the Premises <p>Damage which originated prior to the inception of this cover</p> <p>The amount of Excess shown in the Schedule</p>

Special Condition applicable to this Extension

In so far as this insurance relates to **Damage** caused by Subsidence, Ground Heave or Landslip

- (a) **You** will notify **Us** immediately **You** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site
- (b) **We** will then have the right to vary the terms or cancel the cover

2. Theft by Employees

Cover provided by Section 2 Contents extends to include any direct loss caused by an act of fraud or dishonesty committed by any **Employee** in the course of the **Business** and occurring during the **Period of Insurance**

Provided that

- (i) the maximum amount **We** will be liable for under this Extension does not exceed £5,000 in any one **Period of Insurance**
- (ii) the conditions of employment and the precautions and checks taken by **You** to prevent dishonesty on the part of the **Employees** will remain while this **Policy** in all respects as have been agreed in the various statements constituting the basis of this contract and any omission or neglect of such precautions or checks on **Your** part or any variation in the occupation and duties of the **Employees** or any alteration in the mode of remuneration of the **Employees** except by increase in salary will relieve **Us** of all liability whatsoever

We will not be liable under this Extension for

- (a) acts committed prior to the commencement of this Extension
- (b) losses occurring during the currency of this Extension and not discovered within 14 days of the expiry of the **Period of Insurance**
- (c) any monies which would have been payable by **You** to an **Employee** but for the **Employees** dishonesty

General Policy Conditions

Each Section of the **Policy** has conditions and they must be read in conjunction with the following General Policy Conditions

A. Alteration of Risk

We will not be liable to make any payment under this **Policy** if

1. there has been any material alteration in the **Premises** the **Business** or the occupancy or duties of **You** or **Your Employees** which increases the risk **Damage** or **Injury**
2. **Your** interest ceases unless this is brought about by will or operation of law
3. the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued unless **We** have accepted the alteration

B. Average

Where a Sum Insured is subject to average, if at the time of the **Damage** the Sum Insured is less than the total value of the **Property**, **You** will

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

C. Cancellation

We are not bound to accept any renewal of this **Policy**

We may cancel this **Policy** at any time

- (a) by sending 21 days written notice by post to **You** at **Your** last known address.

In such event **You** will be entitled to the return of a proportionate amount of the premium corresponding to the unexpired **Period of Insurance** unless during the current **Period of Insurance** there have been

- (i) claims made under the **Policy** for which **We** have made or agreed to make a payment
- (ii) claims made under the **Policy** which are still under consideration
- (iii) incidents likely to give rise to a claim but are yet to be reported to **Us** then no refund of the unexpired period of insurance will be given

This termination will be without prejudice to any of **Your** or **Our** rights or claims prior to the expiration of such notice

- (b) if **Your** premium is payable under any plan for payment of the premium by instalments and **You** do not pay each instalment on the due date automatically from the date such instalment was due or where statute requires the giving of notice the day following the expiry of such notice.

In these circumstances and during the current **Period of Insurance** where

- (i) claims have been made under the **Policy** for which we have made or agreed to make a payment
- (ii) claims have been made under the **Policy** which are still under consideration
- (iii) any incidents have occurred which are likely to give rise to a claim but are yet to be reported to **Us**

the annual premium remains due in full and monthly collections must continue or a one off payment be agreed to settle the outstanding amount.

Any instalments payments legitimately taken prior to the notification of cancellation of the premium instalment plan agreement will be retained

You may cancel this **Policy**

- (a) at any time by giving notice in writing to **Your** insurance adviser at the address shown in their correspondence or to **Us** at the address shown in the Schedule quoting **Your Policy** details

If **You** cancel this **Policy** **You** may be entitled to a refund of premium provided that during the current **Period of Insurance** there have been

- (i) no claims made under the **Policy** for which **We** have made or agreed to make a payment
- (ii) no claims made under the **Policy** which are still under consideration
- (iii) no incidents likely to give rise to a claim but are yet to be reported to **Us**

The return premium will be calculated in accordance with the scale shown below and is subject to a minimum of £50 being retained by **Us**

Length of time in force During the Period of Insurance	Percentage of premium We will refund
1 month	80%
2 months	70%
3 months	60%
4 months	55%
5 months	50%
6 months	40%
7 months	35%
8 months	25%
9 months	15%
10 months	10%
11 months	NIL
12 months	NIL

- (b) If **You** cancel the **Policy** in the first 14 days of the first **Period of Insurance** and there have been no claims or incidents likely to give rise to a claim **We** will refund the premium in full

D. Contracts (Rights of Third Parties) Act 1999

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

E. Law Applicable

Unless **You** and **We** have agreed otherwise the law applicable to this contract is that of England and Wales.

If there is any dispute as to which law applies it will be English law

F. Fire Extinguishing Appliances

It is a condition of this **Policy** that **You** ensure that any fire extinguishing appliances kept at **Your Premises** are maintained in efficient working order

G Identification

The **Policy**, Schedule and any Endorsements will be read as one document.

A particular word or phrase which is not defined will have its ordinary meaning

H Interest Clause

The interests of third parties which **You** are required to include on this **Policy** under the terms of any mortgage **Property** lease or hiring leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as is reasonably practicable

I Minimum Standard of Security

It is a condition precedent to **Our** liability that the following minimum level of security or alternative security protections agreed in writing by **Us** whether following a survey or otherwise is installed at the **Premises** and put into effect whenever the **Premises** are closed for business or left unattended

Doors

1. On timber final exit doors (excluding sliding doors)
 - (a) if single leaf, a mortice deadlock which has a minimum of 5 levers and conforms to BS3621 with matching boxed steel striking plate fitted
 - (b) if double leaf,
 - (i) on the first closing leaf flush or barrel (of at least 200mm (8 inches) long) bolts fitted top and bottom in every case OR key operated locks or bolts fitted top and bottom in every case
 - (ii) on the second closing leaf a mortice deadlock which has a minimum of 5 levers and conforms to BS3621 with matching boxed steel striking plate fitted OR both parts of the door fitted with a 5 lever or 6 pin hardened steel close shackle padlock and locking bar. The locking bar must be of similar strength to the padlock and designed to be used specifically with the padlock. The locking bar must be secured to the door with coach bolts.
 - (c) if single or double leaf and also outward opening, hinge bolts fitted top and bottom
2. All other timber external doors or internal doors giving access to any part of the **Premises** not solely occupied by **You** or to any adjoining **Premises** (excluding sliding and/or fire exit doors)
 - (a) if single leaf, a mortice deadlock which has a minimum of 5 levers and conforms to BS3621 with matching boxed steel striking plate fitted or key-operated mortice rack bolts fitted top and bottom
 - (b) if double leaf,
 - (i) on the first closing leaf flush or barrel (of at least 200mm (8 inches) long) bolts fitted top and bottom in every case OR key operated locks or bolts fitted top and bottom in every case
 - (ii) on the second closing leaf a mortice deadlock which has a minimum of 5 levers and conforms to BS3621 with matching boxed steel striking plate fitted OR a coach bolted locking bar and padlock as described in 1 (b) above
 - (c) if single or double leaf and also outward opening, hinge bolts fitted top and bottom
3. On external aluminium or UPVC doors (excluding sliding and fire exit doors)
cylinder key operated mortice deadlock and if double leaf flush bolts on the first closing leaf
4. On steel final exit doors AND sliding final exit doors
a coach bolted locking bar and padlock as described in 1 (b) above
5. On all other steel doors and all other sliding doors (excluding sliding patio doors)
a coach bolted locking bar and padlock as described in 1 (b) above

6. On sliding patio doors

a manufacturers patent key-operated locking system which engages boltwork into the doorframe either at the top and bottom of the opening section of each door or into the side frame in at least 3 points, where the bolt work engages with the side frame the bolt hooks or shoot bolts must be mushroom headed

OR

two key operated patio door locks fitted internally one at the top and one at the bottom of each opening section

Windows

1. On all opening external basement and ground floor windows and fanlights and other opening windows, fanlights, rooflights and skylights which are accessible from roofs, balconies, fire escapes or down pipes

key operated window locks – with the keys removed when in operation

OR

Solid steel bars not less than 16mm (5/8th inch) diameter and not more than 125mm (5 inches) apart, weldmesh or expanded metal grilles fixed to the brickwork or masonry surrounding the window.

Fire Exit Doors and Windows

1. Any door or window which is officially designated a Fire Exit by a fire authority internally with panic bars or fire exit bolts (capable of opening at all times) together with hinge bolts top and bottom, any additional devices must be approved by the local Fire Prevention Officer

Keys

1. All keys must be removed from locks and kept in a secure place or removed from the **Premises**. Keys to safes must be removed from the **Premises**, or if **You** live on the **Premises**, they must be removed to a secure place in the residential part of the **Premises**

J Non Disclosure, Misrepresentation or Misdescription

This **Policy** will be voidable if **You** or anyone acting for **You** fails to disclose, misrepresents or misdescribes any material fact

K Observance of Conditions

Your due observance and fulfilment of the terms and conditions of this **Policy** will be conditions precedent to **Our** liability to make any payment under this **Policy**

L Reasonable Precautions

You must

1. maintain the **Premises**, machinery, plant and equipment in a satisfactory state of repair
2. take all reasonable precautions to prevent
 - (a) **Damage** to the **Property** insured
 - (b) **Injury** to any person or **Damage** to their **Property**
3. take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require
4. exercise care in the selection and supervision of **Employees**
5. comply with all relevant legal requirements, safety regulations and manufacturers recommendations and conduct the **Business** in a lawful manner
6. keep books with a complete record of purchase and sales
7. remove all trade waste from the **Premises** each day to a metal lidded receptacle or a secure storage area before closing for **Business**
8. ensure that all waste bins and other receptacles are emptied at least weekly

M Security

It is a condition precedent to **Our** liability in respect of any claim resulting from Theft from the **Premises** or any attempt thereat that whenever the **Premises** are closed for **Business** or left unattended all locks bolts and other security devices including any intruder alarm system required by **Us** are put in to full and effective operation

N Unoccupancy

It is a condition of this **Policy** that within 20 days of the **Premises** or any part thereof becoming unoccupied untenanted or not having been actively used

1. all main services are to be turned off at the mains except electricity where needed to maintain any fire or intruder alarm system in operation and the water and heating systems drained
2. the **Premises** are to be adequately secured against unauthorised entry
3. at least weekly internal and external inspections are to be made of the **Premises** by **You** or a responsible person acting on **Your** behalf
4. any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the **Premises**
5. **You** notify **Us** immediately

O Subjectivity

This **Policy**, the application form and/or statement of fact and/or declaration made by **You**, and the Schedule, should be read together and form the contract of insurance between **You** and **Us**

- (a) **We** will clearly state in the Schedule if the cover provided by the policy is subject to **You**:
- (i) providing **Us** with any additional information requested by the required date(s),
 - (ii) completing any actions agreed between **You** and **Us** by the required date(s),
 - (iii) allowing **Us** to complete any actions agreed between **You** and **Us**

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

If **We** have made Cover under this policy subject to **You** completing and continuing to comply with, throughout the currency of the **Policy**, all of the Risk Improvements made by **Our** Risk Advisor, then any risk improvement requirements identified at the time of survey are to be completed within the individual timescales specified in the risk improvement report and complied with throughout the currency of this Policy

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

- (i) modify **Your** premium,
- (ii) issue a mid-term amendment to **Your Policy** or Section terms and conditions,
- (iii) require **You** to make alterations to the **Premises** insured by the required date(s),
- (iv) exercise **Our** right to cancel **Your Policy**, should cover be withdrawn a time on risk charge may be payable
- (v) leave the **Policy** or Section terms and conditions, and **Your** premium, unaltered.

We will contact **You** with **Our** decision and where applicable, specify the date(s) by which any action(s) agreed needs to be completed by **You** and/or any decision by **Us** will take effect

Our requirements and decisions will take effect from the date(s) specified unless and until **We** agree otherwise in writing. If **You** disagree with **Our** requirements and/or decisions, **We** will consider **Your** comments and where **We** consider appropriate, will continue to negotiate with **You** to resolve the matter to **Your** and **Our** satisfaction

In the event that the matter cannot be resolved:

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

Except where stated all other **Policy** and Section terms and conditions will continue to apply

The above conditions do not affect **Our** right to void the policy if **We** discover information material to **Our** acceptance of the risk

General Policy Exclusions

The following General Policy Exclusions apply to all Sections of the **Policy** and all Clauses, Extensions and Endorsements unless otherwise stated

We will not be liable for any claim in respect of

A. Pressure Waves

Damage directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

B. Radioactive Contamination Nuclear Risks

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

(a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

This exclusion is not applicable to Sub-Section A - Employers Liability of Section 6 Business Liability

Definition applicable to General Policy Exclusion C War Government Action

C. War Government Action

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other cause or event

(a) war invasion acts of foreign enemies hostilities or warlike operations or operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law or

(b) confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to any of the above

This exclusion is not applicable to Sub-Section A - Employers Liability of Section 6 Business Liability

D. Terrorism

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising from or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other contributory cause or event

(i) Terrorism

(ii) any action taken in controlling preventing suppressing or in any way relating to Terrorism except as stated in the following Liability Provision

For the purpose of this Exclusion and the Liability Provision Terrorism shall mean 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) of any person or persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear

Liability Provision

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of this Policy and Section 6 Business Liability

1. We will indemnify You under Sub-Section A of Section 6 Business Liability Provided that in respect of any one event or all events of a series consequent on one original cause **Our** liability in respect of all legal liability costs and expenses directly or indirectly caused by or attributed to by or arising out of Terrorism will not exceed £5,000,000
2. We will indemnify You under Sub-Section B of Section 6 Business Liability against legal liability costs and expenses directly or indirectly caused by or attributed to by or arising out of Terrorism

Provided that **Our** liability for all compensation, costs and expenses will not exceed

- (a) in respect of or arising out of any one event or all events of a series consequent on one original cause AND all insured events occurring in any one **Period of Insurance** £2,000,000 or the amount of the Public and Products Liability Indemnity Limit stated in the Schedule whichever is the lower
- (b) in respect of all Pollution or Contamination consequent upon Terrorism and which is deemed to have occurred during any one **Period of Insurance** £2,000,000 in the aggregate or the amount of the Public and Products Liability Indemnity Limit stated in the Schedule whichever is the lower In any action, suit or other proceedings where We allege that by reason of this Exclusion as far as it relates to Terrorism any **Damage** or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving such **Damage** loss experience or consequential loss is covered will be upon **You**

E. Northern Ireland

Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- (a) riot, civil commotion and (other than in respect of **Damage** by fire and explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons
- (b) **Terrorism** as defined in Exclusion D Terrorism

In any action, suit or other proceedings where **We** allege that by reason of this Exclusion any **Damage** or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving such **Damage** loss experience or consequential loss is covered will be upon **You**

F. Pollution and Contamination (Applicable to Sections 1, 2, 4, 5, 7 and 9)

Damage or loss of **Gross Income** caused by or arising from pollution or contamination except (unless otherwise excluded) **Damage** to the **Property** insured caused by

- (a) pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any road vehicle or animal
- (b) any of the contingencies in (a) above which itself results from pollution or contamination

G. Electrical Plant

Damage to any electrical plant or electrical appliance i.e. dynamo, transformer, motor or other working electrical machinery apparatus or fittings directly caused by its own over-running short-circuiting excessive pressure or self heating but should fire extend to and **Damage** any other part of the plant or appliances or other **Property** insured hereby such **Damage** is not excluded by the **Policy**

H. Water Table

Any **Damage** attributable solely to a change in the Water Table level

I. Date Recognition

Any claim directly or indirectly caused by or consisting of or arising from the failure or inability of any

- (a) computer or other equipment **Data** processing service product electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program 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 and whether occurring before, during or after the year 2000 to
- (i) correctly to recognise any date as its true calendar date
 - (ii) to capture save or retain and/or correctly to manipulate interpret or process any **Data** or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - (iii) to capture save or retain correctly to process any **Data** as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of **Data** or the inability to capture save retain or correctly to process such **Data** on or after any date

but this will not exclude in respect of Sections 1 (Buildings), 2 (Contents), 3 (Business Money), 7 (Business Interruption), 8 (Accounts Receivable), 9 (All Risks on Specified Equipment) **Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence) other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any road vehicle or animal Employers Liability provided that such Insured Peril is insured by the Section.

This exclusion is not applicable to Sub-Section A - Employers Liability of Section 6 Business Liability

J. Date Recognition Computer Equipment

The expected cost which would have been incurred in modifying any

- (i) computer **Data** processing equipment electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program telecommunication equipment or systems or any similar device
- (ii) media or systems used in connection with anything referred to in (i) above

so as to be able to recognise save retain manipulate interpret or process any date after 31st December 1999 where such computer or other **Property** is unable to do so at the time of any **Damage** insured by this **Policy**

K. Loss of Data

Damage arising directly or indirectly from or in connection with or consisting of 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 **Damage** whether tangible or intangible to **Computer or Electronic Equipment** or **Data Storage Materials** including while stored on **Data Storage Materials** whether **Your Property** or not but this will not exclude in respect of Sections 1 (Buildings), 2 (Contents), 3 (Business Money), 7 (Business Interruption), 8 (Accounts Receivable), 9 (All Risks on Specified Equipment) **Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence) other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any road vehicle or animal provided that such Insured Peril is insured by the Section.

For the purpose of this Exclusion

Computer or Electronic Equipment will mean

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

Data Storage Materials will mean

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 device which may or may not also constitute **Computer or Electronic Equipment**

L. Computer Virus, Hacking, Denial of Service Attack

Damage arising directly or indirectly from, or in connection with, or consisting of

- (a) any partial or complete reduction in the performance availability, functionality or the ability to recognise or process any date or time of any **Computer or Electronic Equipment** electronic means of communication web site
- (b) 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 **Damage** whether tangible or intangible to **Computer or Electronic Equipment** or **Data Storage Materials** including while stored on **Data Storage Materials** whether **Your Property** or not

resulting directly or indirectly from, or in connection with **Virus or Similar Mechanism, Denial of Service Attack** and/or **Hacking**

But this will not exclude in respect of Sections 1 (Buildings) 2 (Contents) 3 (Business Money) 7 (Business Interruption) 8 (Accounts Receivable) 9 (All Risks on Specified Equipment) **Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence) other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any road vehicle or animal Provided That such Insured Peril is insured by the Section.

For the purpose of this Exclusion

Computer or Electronic Equipment will mean

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

Data Storage Materials will mean

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 device which may or may not also constitute **Computer or Electronic Equipment**

M Heat Processes

Loss or damage to Property due to its undergoing any process necessarily involving the application of heat

Claims Conditions

A. Making a Claim

Where an event which could give rise to a claim under this **Policy** happens **You** will

1. tell **Us** immediately and no later than
 - (a) 30 days of **Your** becoming aware of the event or occurrence
 - Or
 - (b) 7 days in the case of **Damage** caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious personprovide **Us** with all information and help **We** require in respect of the claim and where requested by **Us** at **Your** expense a written claim containing as much information as possible of the **Damage**, accident or **Injury** including the amount of the claim
2. notify the police immediately of **Damage** caused by malicious persons or thieves
3. take all reasonable steps to recover **Property** lost or otherwise minimise the claim
4. not admit or repudiate liability, nor make any offer, compromise, promise or payment without **Our** written consent
5. pass to **Us** immediately unanswered all communications from third parties in relation to any event which may result in a claim under this **Policy**
6. tell **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document
7. provide **Us** with such books of account or other Business books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim
8. provide to **Us** (if demanded) a statutory declaration of the truth of the claims and any related matter
9. in respect of Sub-Section B of Section 3 Business Money and Personal Accident Assault provide **Us** at **Your** expense all certificates and evidence required by **Us** and **You** or any **Employee** shall as often as required by **Us** submit to medical examination at **Our** expense

B. Our Control Of Claims

We will be entitled

1. on the happening of any **Damage** to the **Property** insured to enter take and keep possession of the building where **Damage** has happened and to take and keep possession of the **Property** insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **Our** right to rely on any conditions of this **Policy** and this **Policy** will be proof of leave and license for such purpose
2. at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any event insured by this **Policy** and **You** will give all information and assistance **We** require
3. to any **Property** for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such **Property** as may be reasonably practicable but **You** will not be entitled to abandon any **Property** to **Us**
4. at **Our** option to either
 - (a) repair or replace the **Property** or any part of the **Property** for which **We** may be liable under this **Policy**Or
 - (b) make payment in **Money** to **You** in lieu of such repair or replacementReinstatement effected as nearly as may be reasonably practicable will be deemed a complete indemnity under this **Policy**

C. 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.

An award made by the arbitrator will be a Condition Precedent to a right of legal action against **Us**

D. Contribution

Applicable to Sub-Section A Employers Liability and Sub-Section B Public and Products Liability of Section 6 Business Liability Section

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

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

- (a) where **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
- (b) 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
- (c) 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 **Damage** as the Sum Insured bears to the value of the **Property**

E. Discharge of Liability

We may pay the Limit of Indemnity or the Sum Insured or any lesser amount for which any claim or claims can be settled after the deduction of any sum already paid and **We** will be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment

F. Subrogation

Any claimant under this **Policy** will at **Our** request and expense take and permit to be taken all necessary steps for enforcing the rights against any other third party in **Your** name before or after any payment is made by **Us**

G. Fraud

This **Policy** shall be voidable from the date of the loss or alleged loss

(a) if a claim made by **You** or anyone acting for **You** to obtain a **Policy** benefit is fraudulent or intentionally exaggerated

OR

(b) a false declaration or statement is made in support of a claim

Intruder Alarm Warranty

This warranty is only operative if shown in the Schedule

IP001 ALARM Intruder Alarm Warranty

The following definitions apply to this warranty and will keep the same meaning wherever they appear in this warranty

Intruder Alarm System

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

Alarmed 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**

Keyholder

You or any person or keyholding company authorised by **You** who is available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System**, attend and allow access to the **Premises**

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

- (a) the **Premises** are protected by an **Intruder Alarm System** installed as agreed by **Us**
- (b) the **Intruder Alarm System** will be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the Intruder Alarm Installers or other Installers/Engineers as agreed with **Us**
- (c) no alteration to or substitution of
 - (i) any part of the **Intruder Alarm System**
 - (ii) the procedures agreed with **Us** for Police or any other response to any activation of the **Intruder Alarm System**
 - (iii) the maintenance contractbe made without **Our** written consent
- (d) the **Alarmed Premises** will not be left without at least one **Responsible Person** therein without **Our** agreement
 - (i) unless the **Intruder Alarm System** is set in its entirety with the means of communication used to transmit signals in full operation
 - (ii) if the Police have withdrawn their response to alarm calls
- (e) all keys to the **Intruder Alarm System** are removed from the **Premises** when they are left unattended
- (f) **You** maintain secrecy of codes for the operation of the **Intruder Alarm System** and no details of same are left on the **Premises**
- (g) **You** will appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the alarm company and/or Police Authorities

- (h) in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any period that the **Intruder Alarm System** is set a **Keyholder** will attend the **Premises** as soon as reasonably possible
 - (i) in the event **You** receive any notification
 - (i) that Police attendance in response to alarm signals/call from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed
 - (ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
 - (iii) that the **Intruder Alarm System** cannot be returned to or maintained in full working order
- You** will advise **Us** as soon as possible and in any event not later than 10.00am on the next working day and comply with any subsequent requirements stipulated by **Us**