



**Restaurants  
Wine Bars  
and Public  
Houses  
Policy**

---

# Telephone Numbers

## CLAIMS LINE

See Your Schedule for Details

This number can be used by anyone wishing 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 policyholder 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 policyholder 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 policyholder'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 policyholder 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](http://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 [employmentmanual@das.co.uk](mailto:employmentmanual@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

## DASBUSINESSLAW

At [www.dasbusinesslaw.co.uk](http://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](http://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](mailto:businesslaw@das.co.uk) quoting the above policy number

---

---

# Contents

Welcome	1	Section 3 - Business Liability	31
Customer Satisfaction	2	Sub-Sections	
Policy Definitions	3	- Employers Liability	34
Section 1 - Property	5	- Public and Products Liability	36
Sub-Sections		Section 4 - Commercial Legal Expenses	40
- Material Damage	10	General Policy Conditions	49
- Business Money	18	General Policy Exclusions	52
- Personal Accident (Assault)	19	Claims Conditions	54
- Glass Breakage	20		
- Goods in Transit	21		
- All Risks on Specified Items	23		
Section 2 - Business Interruption	24		
Sub-Sections			
- Gross Profit	25		
- Accounts Receivable	28		
- Loss of Licence	29		

---

---

# iprism Restaurants Wine Bars and Public Houses 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 Certificate of Employers Liability Insurance (where issued)

## Law and Jurisdiction

This contract shall be subject to English law (or Scottish law when **Your** address shown on the Schedule is in Scotland) and the Courts of England (or Scotland when this contract is subject to Scottish law) shall have exclusive jurisdiction in all disputes connected with this policy

If there is any dispute as to which law and jurisdiction apply it will be English law and the Courts of England



**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** Restaurants Wine Bars and Public Houses 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 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 Restaurants Wine Bars and Public Houses 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](mailto: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 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 arbitrates on complaints about General Insurance products.

**You** can find out more about the FOS and its complaints criteria by visiting its website or calling its helpline:

Financial Ombudsman Service  
South Quay Plaza 183 Marsh Wall London E14 9SR  
Helpline 0845 080 1800  
[www.financial-ombudsman.org.uk](http://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](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsofen 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** eg **Business** except for headings and titles

Each Section 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

## Business

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

- (a) the ownership maintenance repair of the **Premises**
- (b) the provision and management of canteen sports social and welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services
- (c) private work undertaken with **Your** prior consent by the **Employees** for any of **Your** directors or senior officials
- (d) participation in trade shows or exhibitions

## Damage

Material 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

## Denial of Service Attack

Any actions or instructions with the ability to damage interfere with or otherwise affect the availability of **Computers Equipment** or **Data** including but not limited to the generation of excess traffic into network addresses the exploitation of **System** weaknesses and the generation of excess or non-genuine traffic within between or amongst networks

## Employee

Other than Section 4 - Commercial Legal Expenses

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

- (a) under a contract of service or apprenticeship with **You**
- (b) a person who is hired to or borrowed by **You**
- (c) a person engaged in connection with a work experience or training scheme
- (d) a self-employed person working on a labour only basis under **Your** control or supervision
- (e) a person engaged by a labour only sub-contractor
- (f) a labour master or person engaged by them
- (g) a volunteer helper

## Endorsement(s)

An alteration made to the terms of the **Policy**

## Excess

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

## Failure of a System

The complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **System** whether **Your Property** or not to operate at any time as desired as specified or as required in the circumstances of the **Business**

## 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

## Definitions

---

### Indirect Loss

A loss that is not directly associated with the incident that caused **You** to claim

### Injury

Bodily injury death illness disease mental injury anguish or 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

#### Negotiable Money and Non Negotiable Money

#### Negotiable 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

### 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 Restaurants Wine Bars and Public Houses Policy and Schedule and Certificate of Employers' Liability Insurance and any **Endorsements** attached or issued with it

### Premises

The part of the premises at the address or addresses specified in the Schedule which **You** occupy for the purposes of the **Business**

### Property

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

### Proposal

The Statement of Fact and any additional information supplied to **Us** by **You** or on **Your** behalf

### System

Computers other computing equipment and electronic equipment linked to computer hardware electronic data processing equipment microchips and anything that relies on a microchip for any part of its operation and includes for the avoidance of doubt any computer installation

### Virus or Similar Mechanism

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

# Section 1 – Property

## Definitions

Also refer to the **Policy** Definitions at the beginning of this **Policy**

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

### All Other Contents

- (a) Computer systems records but only for the value of the materials together with the cost of labour and computer time expended in reproducing them for an amount not exceeding £10,000  
**We** will not pay for any expenses in connection with the production of information to be recorded and not for the value to **You** of any information contained therein
- (b) **Customers Personal Effects** up to a limit of £2,500 any one person
- (c) Documents manuscripts and business books
- (d) **Employees Personal Effects** up to a limit of £500 any one person
- (e) Paintings curios or other works of art up to a limit of £5,000 any one occurrence
- (f) Patterns models moulds plans and designs
- (g) Trade samples and goods in trust held at the **Premises** up to a limit of £500 any one occurrence
- (h) Wines spirits cigarettes and tobacco held for **Your** own private entertainment purposes up to a limit of £500 any one occurrence

### Buildings

The buildings of the **Premises** including landlord's fixtures and fittings walls gates fences yards car parks roads pavements and associated underground pipes and cables which **You** occupy for the purposes of the **Business** and otherwise as Offices and 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**

The buildings also include **Premises Fronts** and **Tenants Improvements** on ceilings walls and the like for which **You** are responsible as owner of the **Premises**

### Business Hours

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

### Computer Equipment

Computers software and ancillary equipment belonging to **You** or for which **You** are responsible

### Customers Personal Effects

Clothing personal effects and pedal cycles belonging to **Your** customers for which **You** are responsible

### Employees and Customers Personal Effects

Clothing personal effects and pedal cycles belonging to **Your Employees** or which **You** are responsible

### 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

### Glass

All fixed glass or polycarbonate substitute and solar glass heating panels including shelves showcases and mirrors and fixed items of sanitary ware

### Index Linking

Whenever a Sum Insured is declared to be subject to **Index Linking** it is adjusted at annual intervals in line with suitable indices of costs and the renewal premium will be based on the adjusted Sum Insured

### Premises Front

The whole front all fixed glass therein blinds and fittings thereon

### Property

Material Property belonging to **You** or held in trust or on commission for which **You** are responsible

### Stock

Stock and materials in trade belonging to **You** or held in trust or on commission for which **You** are responsible including customers goods

### Tenants Improvements

Internal decorations to ceilings and walls and improvements and additions of a like nature (but not **Premises Fronts**)

### Trade Contents

**Trade Fixtures and Fittings** and **All Other Contents** excluding **Computer Equipment**

### Trade Fixtures and Fittings

Trade fixtures fittings plant machinery office equipment telephone installations hanging or fixed signs cash registers scales and meters belonging to **You** or for which **You** are responsible

## Conditions

Also refer to the Policy General Conditions at the back of this **Policy**

The following additional Conditions apply to this Section

### Designation

For the purpose of determining where necessary the heading under which any **Property** is insured **We** agree to accept the designation under which such **Property** has been entered in **Your** books

### Deep Fat Frying Equipment

It is a condition precedent to **Our** liability that

- (a) all deep fat frying equipment is fitted with
  - (i) a thermostat arranged to prevent the temperature of cooking oils or fats from rising above 205 degrees Celsius
  - (ii) an automatic cut-out arranged to cut off the heat source in the event of failure of the thermostat
- (b) all deep fat frying equipment including flues and exhaust ducting is securely fixed and free from contact with combustible material

The exhaust ducting is to be constructed of and supported by galvanised or stainless steel having watertight seams and joints
- (c) all extraction hoods canopies filters and grease traps are cleaned at least once every 7 days
- (d) all extraction ducts are cleaned at least once every six months by a specialist contractor
- (e) a fire blanket is situated in the cooking area in such a position where it can be safely reached in the event of a fire
- (f) a 6 litre Class F wet chemical fire extinguisher is situated where it is easily accessible in the vicinity of any deep fat frying equipment and is maintained under an annual service contract with a BAFE registered contractor
- (g) where fitted automatic fire suppression equipment is to be maintained annually under contract by the equipment manufacturer or their appointed approved contractor
- (h) connection of the deep fat frying equipment to the power or gas supply is to be carried out either by the supplier manufacturer or by a Gas Safe registered engineer for gas or NICEIC or Electrical Contractors Association (ECA) or Electrical Contractors Association of Scotland (SELECT) (Scotland only) registered contractor for electrical power supplies

### Fire Extinguishing Appliances

It is a Condition of this Section that **You** ensure that any fire extinguishing appliances kept at **Your Premises** are maintained

### Fire Extinguishment Kitchens/Cooking Areas

It is a condition precedent to **Our** liability that in kitchens and other areas used for cooking a Fire Blanket and a 9 litre foam or 2 kilogram carbon dioxide or 4.5 kilogram dry powder fire extinguisher be available for immediate use and the extinguisher be regularly maintained under contract

### Minimum Security

It is a condition precedent to **Our** liability that the following protective devices must be installed at the **Premises** and shall be maintained in full and effective working order and put into actual operation out of **Business Hours** unless otherwise agreed in writing by **Us**

- (a) the final exit door must be secured by a 5 lever mortice deadlock and a 7 inch box striking plate
- (b) other external doors must be secured by either a 5 lever mortice deadlock and 7 inch box striking plate or key operated bolts fitted top and bottom and used in addition to any existing protections
- (c) opening windows on the ground floor and other accessible windows must be secured by key operated window locks
- (d) louvres in windows on the ground floor and in other accessible windows must be permanently fixed in place

### Unoccupancy

It is a condition precedent to **Our** liability that when the **Premises** or any part thereof become **Empty or Disused**

- (a) **You** notify **Us** in writing immediately and pay any extra premium paid required
- (b) 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
- (c) the **Premises** are to be adequately secured against unauthorised entry
- (d) at least weekly internal and external inspections are to be made of the **Premises** by **You** or a responsible person acting on **Your** behalf
- (e) any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the **Premises**

### Waste

It is a condition precedent to **Our** liability that

- (a) all greasy or oily cloths are placed in metal receptacles with metal lids and removed from the **Buildings** at the end of each working day and from the **Premises** at intervals not exceeding one week
- (b) all other trade waste is placed in metal receptacles with metal lids at the end of each working day and removed from the **Premises** at intervals not exceeding one week

### Workmen

Workmen are allowed on the **Premises** for the purposes of making minor structural and other alterations from time to time without prejudice to this insurance

## Exclusions

Also refer to the Policy General Exclusions at the back of this **Policy**

The following additional Exclusions apply to this Section

**We** will not be liable for any claim in respect of

### Electrical Plant

**Damage** to any electrical plant or electrical appliance ie 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**

### Heat Processes

**Damage** to **Property** due to its undergoing any process necessarily involving the application of heat

### 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 the Schedule forming part of this **Policy**

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

### Pollution and Contamination

**Damage** 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 theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal
- (b) any of the contingencies in (a) above which itself results from pollution or contamination

### Pressure Waves

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

## Endorsements and Conditions

These Endorsements and Conditions are only operative if the number set against them appears in the appropriate place in the Schedule

### IP001 ALARM Intruder Alarm Condition

The following Definitions apply to this Condition and will keep the same meaning wherever they appear in this Condition

#### Alarmed Premises

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

#### Intruder Alarm System

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

#### 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**

**Responsible Person**

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

It is a condition precedent to **Our** 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**

## Sub-Section A – Material Damage

Refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section

What is Covered	What is not Covered
<p><b>We</b> will indemnify <b>You</b> against <b>Damage</b> to the <b>Property</b> at the <b>Premises</b> described in each item on 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 <b>You</b> or on <b>Your</b> behalf The amount of the <b>Excess</b> <b>Damage to Glass</b> other than in respect of Insured Peril 1</p>
<b>Insured Perils</b>	
1 Fire Lightning Explosion or Earthquake	
2 Impact by Aircraft or other aerial devices or articles dropped from them or by any vehicle train animal falling tree or branch aerial or mast or satellite dish	<b>Damage</b> caused by lopping pruning or felling of trees by <b>You</b>
3 Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons	<p><b>Damage</b></p> <ul style="list-style-type: none"> <li>(a) arising from the cessation of work</li> <li>(b) in respect of any building or part of a building which is <b>Empty or Disused</b></li> <li>(c) by theft or attempted theft directly caused by malicious persons not acting in connection with any political organisation</li> </ul>
4 Storm or Flood	<p><b>Damage</b></p> <ul style="list-style-type: none"> <li>(a) resulting from frost subsidence ground heave or landslip</li> <li>(b) to fences and/or gates</li> <li>(c) in respect of any building or part of a building which is <b>Empty or Disused</b></li> </ul>
5 Escape of water from any tank apparatus or pipe including <b>Damage</b> to any fixed tank apparatus or pipe caused by freezing or forcible and violent bursting	<p><b>Damage</b></p> <ul style="list-style-type: none"> <li>(a) in respect of any building or part of a building which is <b>Empty or Disused</b></li> <li>(b) caused by wet or dry rot rust corrosion or other wear and tear</li> <li>(c) caused by mould or toxic mould</li> <li>(d) by leakage of automatic sprinkler installations</li> </ul>
6 Leakage of fuel from any fixed heating installation and beverages from storage containers pipes or apparatus	<p><b>Damage</b></p> <ul style="list-style-type: none"> <li>(a) to <b>Property</b> insured in any building which is <b>Empty or Disused</b></li> <li>(b) to <b>Stock</b> in any cellar or basement unless placed on racks or shelves at least 150mm (6") above floor level</li> <li>(c) to the fuel or beer or other beverage</li> <li>(d) due to the leakage of beverages from bottled <b>Stock</b></li> </ul>
7 Theft or any attempt thereat	<p><b>Damage</b> in respect of any building or part of a building which is <b>Empty or Disused</b></p> <p><b>Damage to Stock Trade Contents and Computers and Electronic Equipment</b> not involving entry to or exit from the <b>Premises</b> by forcible and violent means including violence or threat of violence to <b>You</b> or <b>Your</b> family or any <b>Employee</b> or any other person lawfully on the <b>Premises</b></p>

What is Covered	What is not Covered
<p>8 Any other accidental <b>Damage</b> (only applicable if stated on the Schedule)</p>	<p><b>Damage</b> caused by or resulting from</p> <ul style="list-style-type: none"> <li>(a) wear and tear erosion the action of light or atmosphere moths vermin or insects</li> <li>(b) any process of cleaning dyeing restoring adjusting or repairing</li> <li>(c) frost corrosion dampness dryness contamination wet or dry rot marring scratching mildew mould or toxic mould</li> <li>(d) wind hail sleet snow flood or dust to boundary walls gates or fences</li> <li>(e) subsidence or ground heave of any part of the site on which the <b>Property</b> stands or landslip</li> <li>(f) the normal settlement or bedding down of new structures</li> <li>(g) any <b>Buildings</b> insured by this Section own collapse or cracking</li> <li>(h) normal maintenance redecoration or repair</li> </ul> <p><b>Damage</b></p> <ul style="list-style-type: none"> <li>(a) by any of the Insured Perils 1-7</li> <li>(b) specifically excluded by any of the Insured Perils</li> </ul> <p><b>Damage</b> caused by or consisting of</p> <ul style="list-style-type: none"> <li>(a) inherent vice latent defect gradual deterioration frost its own faulty or defective design or materials</li> <li>(b) faulty or defective workmanship operational error or omission on the part of <b>You</b> or any of <b>Your Employees</b></li> </ul> <p>but this will not exclude subsequent <b>Damage</b> which results from a cause not otherwise excluded</p>
<p>9 Subsidence or Groundheave of any part of the site on which the <b>Premises</b> stand or Landslip (only applicable if stated on the Schedule) Special Condition applicable to this Extension In so far as this insurance relates to <b>Damage</b> caused by Subsidence Ground Heave or Landslip</p> <ul style="list-style-type: none"> <li>(a) <b>You</b> will notify <b>Us</b> immediately <b>You</b> become aware of any demolition groundworks excavation or construction being carried out on any adjoining site</li> <li>(b) <b>We</b> will then have the right to vary the terms or cancel the cover</li> </ul>	<p><b>Damage</b> to yards car parks roads pavements swimming pools walls gates or fences unless also affecting a <b>Building</b> insured hereby</p> <p><b>Damage</b> caused by or consisting of</p> <ul style="list-style-type: none"> <li>(a) the normal settlement or bedding down of new structures</li> <li>(b) the settlement or movement of made up ground</li> <li>(c) coastal or river erosion</li> <li>(d) defective design or workmanship or the use of defective materials</li> <li>(e) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe</li> </ul> <p><b>Damage</b> resulting from</p> <ul style="list-style-type: none"> <li>(a) demolition construction structural alteration or repair of any property or</li> <li>(b) groundworks or excavation</li> </ul> <p>at the <b>Premises</b></p> <p><b>Damage</b> which originated prior to the inception of this cover The amount of the <b>Excess</b></p>
<p>10 Accidental discharge or leakage of water from an Automatic sprinkler installation (only operative if stated in the Schedule) Special Condition applicable to this Insured Peril <b>You</b> shall so far as <b>Your</b> responsibility extends maintain the sprinkler installation including any automatic alarm signalling equipment in efficient condition</p>	<p><b>Damage</b></p> <ul style="list-style-type: none"> <li>(a) happening whilst the <b>Premises</b> are <b>Empty or Disused</b></li> <li>(b) caused by heat which is itself caused by fire</li> <li>(c) caused by explosion earthquake or subterranean fire</li> </ul>

## Extensions

Cover provided by this Sub-Section is extended to include

What is Covered	What is not Covered
<p><b>A Architects Surveyors Legal and Consulting Engineers Fees</b></p> <p>The reasonable fees necessarily incurred following <b>Damage</b> insured by this Section to reinstate or repair the <b>Premises</b></p>	<p>Any fees incurred for preparing any claim</p>
<p><b>B Attractive Commodities</b></p> <p>Other than where more specifically insured by an item of this Section the <b>Stock</b> item extends to include an amount of cigarettes tobacco cigars wines and spirits</p>	<p>Any amount exceeding £250</p>
<p><b>C Capital Additions</b></p> <p>(a) Any newly built and/or newly acquired <b>Buildings</b> (including <b>Buildings</b> in the course of erection) <b>Tenants Improvements Trade Contents and Computers and Electronic Business Equipment</b></p> <p>(b) Alterations additions and improvements to <b>Buildings</b> (including <b>Buildings</b> in the course of erection) <b>Tenants Improvements Trade Contents and Computers and Electronic Business Equipment</b> but not for any appreciation in value</p> <p>anywhere in the United Kingdom the Channel Islands or the Isle of Man</p> <p>Provided that</p> <p>(a) <b>You</b> provide the full particulars of such extension of cover as soon as practicable</p> <p>(b) <b>You</b> pay any additional premium required</p>	<p><b>Damage</b></p> <p>(a) to any property for which any contractor is responsible</p> <p>(b) to any property otherwise insured</p> <p>Any amount in excess of £500,000 or 10% of the Sum Insured on <b>Buildings</b> (including <b>Buildings</b> in the course of erection) <b>Tenants Improvements Trade Contents and Computers and Electronic Business Equipment</b> whichever is the lesser</p>
<p><b>D Clearance of Drains</b></p> <p>The reasonable costs incurred by <b>You</b> to clear drains gutters and sewers owned by <b>You</b> or for which <b>You</b> are responsible as a result of <b>Damage</b> occurring to the <b>Premises</b></p>	<p>Any amount in excess of £1,000 in respect of any one claim</p>
<p><b>E Contracting Purchasers Interest</b></p> <p><b>We</b> agree without prejudice to <b>Our</b> or <b>Your</b> rights and liabilities that if at the time of <b>Damage You</b> have contracted to sell <b>Your</b> interest in any <b>Building</b> insured by this Section and the purchase has not been but will afterwards be completed the purchaser on completion of the purchase will be entitled to benefit under this Section until completion except in so far as such <b>Building</b> is more specifically insured by or on behalf of the purchaser</p>	
<p><b>F Damage to Cables and Underground Services</b></p> <p>The cost of repair following accidental <b>Damage</b> to cables and underground service pipes and drains (and their inspection covers) for which <b>You</b> are responsible at the <b>Premises</b> or connecting them to the public mains</p>	<p>The costs of maintenance</p> <p><b>Damage</b> caused by</p> <p>(a) rust corrosion gradual deterioration rot or fungus vermin insects atmospheric or climatic conditions or other wear and tear</p> <p>(b) normal settlement or shrinkage</p> <p>(c) faulty workmanship defective design or the use of defective materials</p>
<p><b>G Damage by Emergency Services</b></p> <p>The additional costs of restoring any <b>Damage</b> caused to gardens by the Emergency Services in attending the <b>Premises</b> as a result of the operation of any Insured Peril insured under this Section</p>	<p>Any amount in excess of £5,000 in respect of any one loss and £25,000 in any one <b>Period of Insurance</b></p>

What is Covered	What is not Covered
<p><b>H Damage to Signs</b></p> <p><b>Damage</b> to signs whilst fixed on the exterior of or outside and in the vicinity of the <b>Premises</b></p>	<p><b>Damage</b> to Neon signs</p> <p>Any loss occurring whilst the building is <b>Empty or Disused</b></p> <p>Any amount in excess of £1,000 in any one <b>Period of Insurance</b></p>
<p><b>I Damage to Vending Gaming and Amusement Machines</b></p>	<p>Any amount in excess of £500 any one machine</p> <p>Any amount in excess of £5,000 any one <b>Period of Insurance</b></p>
<p><b>J European Community and Public Authorities (including undamaged property and sprinklers)</b></p> <p>(a) The additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of</p> <ol style="list-style-type: none"> <li>(i) European Community Legislation</li> <li>(ii) Buildings or other regulations under or framed in pursuance of any Acts of Parliament or local authority bye-laws</li> </ol> <p>(b) Where <b>We</b> require <b>You</b> to comply with current Loss Prevention Council (LPC) Rules for Automatic Sprinkler Installations the additional cost of reinstating water supply equipment which</p> <ol style="list-style-type: none"> <li>(i) conformed to previous LPC Rules</li> <li>(ii) conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules</li> </ol> <p>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 <b>Damage</b> or within such further time <b>We</b> may allow (during the said 12 months)</p> <p>The work may be carried out upon another site (if the stipulations so necessitate) subject to <b>Our</b> liability under this Extension not being increased</p> <p>Special Condition applicable to this Extension</p> <p>If <b>Our</b> liability under this Section apart from this Extension is reduced by the application of any terms and/or conditions of the <b>Policy</b> then <b>Our</b> liability will be reduced in proportion</p>	<p>Any <b>Damage</b> occurring prior to the granting of this Extension</p> <p>Any amount in excess of the sum insured on <b>Property</b> that has suffered <b>Damage</b></p> <p>In respect of undamaged portions and water supply equipment any amount in excess of 15% of the amount <b>We</b> would have been liable to pay had the <b>Property</b> been wholly destroyed</p> <p>Any costs incurred</p> <ol style="list-style-type: none"> <li>(a) in respect of <b>Damage</b> not insured by this Section</li> <li>(b) associated with an existing requirement which has to be implemented within a given period</li> <li>(c) associated with any additional rate tax duty or other charge which may become payable following compliance with such legislation regulations or bye-laws</li> <li>(d) where notice was served upon <b>You</b> before the <b>Damage</b> occurred</li> </ol>
<p><b>K Exceptional Measures</b></p> <p>The additional costs incurred by <b>You</b> incur with <b>Our</b> consent in taking reasonable but exceptional measures to avoid or mitigate a valid claim under this Section provided that</p> <ol style="list-style-type: none"> <li>(a) the potential claim could not have been reasonably foreseen</li> <li>(b) the terms and Conditions of this Section will apply as if <b>Damage</b> had occurred</li> </ol>	<p>Any amount in excess of £5,000 any one loss</p> <p>Any amount in excess of £25,000 any one <b>Period of Insurance</b></p>
<p><b>L Fire Extinguishment Expenses</b></p> <p>The reasonable costs incurred by <b>You</b> in</p> <ol style="list-style-type: none"> <li>(a) refilling fire extinguishing appliances</li> <li>(b) recharging gas flooding systems</li> <li>(c) replacing used sprinkler heads</li> <li>(d) refilling sprinkler tanks where water costs are metered</li> <li>(e) resetting fire and intruder alarms</li> </ol> <p>all in consequence of <b>Damage</b> insured by this Section</p>	

What is Covered	What is not Covered
<p><b>M Freezer Contents</b></p> <p><b>Damage</b> to frozen or chilled <b>Stock</b> in any freezer cabinet deep freezer cold room cold store or chilled cabinet due to change in temperature resulting from</p> <ul style="list-style-type: none"> <li>(a) breakdown of the frozen food cabinet freezer cabinet cold store or cold room</li> <li>(b) failure of the public electricity supply</li> <li>(c) accidental leakage of refrigerant</li> </ul>	<ul style="list-style-type: none"> <li>(a) <b>Damage</b> resulting from the deliberate act of any public supply authority to withhold or restrict supply</li> <li>(b) Any amount in excess of £2,500 any one machine</li> </ul>
<p><b>N Ground Rent</b></p> <p>The additional payment for up to 2 years ground rent if the <b>Premises</b> are rendered temporarily uninhabitable as a result of <b>Damage</b> insured by this Section but only for the period necessary for reinstatement</p>	<p>Any amount exceeding 20% of the Sum Insured on <b>Buildings</b></p>
<p><b>O Loss of Metered Water Heating Oil or Gas</b></p> <p>The additional metered water heating oil or gas charges incurred by <b>You</b> following the loss of metered water or oil contained in a fixed installation or gas at the <b>Premises</b> following insured <b>Damage</b></p>	<p>The first £250 of any loss</p> <p>Any amount in excess of £5,000 any one loss and £25,000 any one <b>Period of Insurance</b></p> <p>Any loss which has not been discovered and remedial action taken within 60 days of the occurrence</p> <p>Any loss occurring whilst the building is <b>Empty or Disused</b></p>
<p><b>P Outside Catering Equipment</b></p> <p><b>Damage</b> by an Insured Peril to the <b>Property</b> insured whilst in any building where <b>You</b> are providing outside catering</p>	<p><b>Damage</b> by Theft not involving forcible and violent entry to or exit from the building</p> <p>Any amount exceeding £2,000</p>
<p><b>Q Property in the Open</b></p> <p><b>Damage</b> by an Insured Peril to <b>Property</b> other than <b>Stock</b> in the open within the boundaries of the <b>Premises</b></p>	<p>Any amount exceeding £2,000</p>
<p><b>R Removal of Debris</b></p> <p>The reasonable costs and expenses necessarily incurred with <b>Our</b> consent in</p> <ul style="list-style-type: none"> <li>(a) removing debris from the <b>Premises</b> and the area immediately adjacent</li> <li>(b) dismantling and / or demolishing shoring up or propping of the portion or portions of the property insured</li> </ul> <p>as a result of <b>Damage</b> insured by this Section</p>	<p>Any costs or expenses</p> <ul style="list-style-type: none"> <li>(a) arising from pollution or contamination of property not insured by this Section</li> <li>(b) more specifically insured</li> </ul>
<p><b>S Replacement Locks</b></p> <p>The costs of changing the safe strongroom and external door locks at the <b>Premises</b> in the event that the keys are</p> <ul style="list-style-type: none"> <li>(a) stolen by forcible and violent entry to or exit from the <b>Premises</b> or <b>Your</b> home or the home of an authorised <b>Employee</b></li> <li>(b) stolen by violence or threat of violence to <b>You</b> or <b>Your</b> family or <b>Employees</b></li> </ul> <p>Provided that unless <b>You</b> or <b>Your Employee</b> live on the <b>Premises</b> the keys to any safe or strongroom must not be left at the <b>Premises</b> when closed for business</p>	<p>Any amount in excess of £2,500 any one loss and £25,000 any one <b>Period of Insurance</b></p> <p>The first £50 of any loss</p>

## What is Covered

## What is not Covered

**T Residents Household Contents and Personal Effects**

This Extension is only operative if stated in the Schedule

**Definitions**

applicable to this Extension

**Household Contents**

Household goods works of art collections audio and visual equipment belonging to **You** or any family member permanently residing at the **Premises** excluding any article collection or set with a value in excess of £1,000 unless specifically mentioned in the Schedule

**Personal Effects**

Personal Effects comprising clothing luggage sports equipment gold and silver articles watches jewellery cups trophies furs and pedal cycles belonging to **You** or any family member permanently residing at the **Premises** excluding any article collection or set with a value in excess of £1,000 unless specifically mentioned in the Schedule

(a) **Damage to Household Contents and Personal Effects at the Premises**

(b) **Damage to Personal Effects**

- (i) anywhere in the United Kingdom Channel Islands or Isle of Man
- (ii) occurring elsewhere in the world for a maximum of 60 days during any one **Period of Insurance**

(a) The amount of the **Excess**

(b) **Damage to**

- (i) hearing aids contact or corneal lenses **Money** documents securities motor vehicles caravans camping equipment watercraft aircraft or animals
- (ii) property used for any professional or business purposes
- (iii) property left in an unattended motor vehicle unless all doors windows and boot or hatchback are closed and securely locked
- (iv) sports equipment while in use
- (v) pedal cycles by Theft if left unattended anywhere other than at the **Premises** unless immobilised by a security device
- (vi) pedal cycles when used for practising or for racing pacemaking or time trials
- (vii) **Household Contents** in any portion of the **Premises** which is **Empty or Disused**

(c) **Damage** by chewing scratching tearing or fouling by domestic pets

**Special Condition Applicable to this Extension****Pairs and Sets**

An individual item of a matching set of articles or suite of fitted furniture or sanitary ware or other bathroom fittings or other fixtures and fittings is regarded as a single item **We** will only indemnify **You** for individual damaged items and not undamaged companion pieces

**U Seasonal Increase**

The Sums Insured in respect of **Stock** are increased by

- (a) 50% during the months of November and December
- (b) 25% for a period of up to 15 days before and 15 days after any bank or public holidays except during the period specified in (a) above
- (c) 25% for a period of up to 15 days before and 15 days after Mothers Day and St Valentines Day

What is Covered	What is not Covered
<p><b>V Temporary Removal</b></p> <p><b>Property</b> insured other than <b>Stock</b> whilst temporarily removed from or whilst in transit to or from the <b>Premises</b> 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><b>Damage</b></p> <ul style="list-style-type: none"> <li>(a) due to Theft Storm or Flood unless kept in a locked building</li> <li>(b) to property more specifically insured</li> <li>(c) to any motor vehicles and motor chassis licensed for road use</li> </ul> <p>Any amount exceeding 20% of the Sum Insured for the item stated in the Schedule</p>
<p><b>W Theft by Employees</b></p> <p><b>(only applicable if stated on the Schedule)</b></p> <p>Cover provided by this Section extends to include any direct loss caused by an act of fraud or dishonesty committed by any <b>Employee</b> in the course of the <b>Business</b> and occurring during the <b>Period of Insurance</b> provided that</p> <ul style="list-style-type: none"> <li>(a) all cheques issued with a value over £5,000 have two signatures unless the sole signatory controls more than a 5% interest or share in the <b>Business</b></li> <li>(b) there is no reason to doubt the honesty of an <b>Employee</b></li> <li>(c) <b>Your</b> accounts are balanced and checked by a professional auditor at least annually</li> <li>(d) the conditions of employment and the precautions and checks taken by <b>You</b> to prevent dishonesty on the part of the <b>Employees</b> will remain while this <b>Policy</b> is in force 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 <b>Your</b> part or any variation in the occupation and duties of the <b>Employees</b> or any alteration in the mode of remuneration of the <b>Employees</b> except by increase in salary will relieve <b>Us</b> of all liability whatsoever</li> </ul>	<p>Any amount in excess of £5,000 in any one <b>Period of Insurance</b></p>
<p><b>X Theft Damage to Buildings</b></p> <p>If the <b>Buildings</b> are not insured by this Section the reasonable costs incurred in repairing <b>Damage</b> caused by Theft as described in Insured Peril 7 to the <b>Buildings</b> provided that</p> <ul style="list-style-type: none"> <li>(a) <b>You</b> are responsible for these repairs</li> <li>(b) the <b>Damage</b> is not insured by any other policy</li> </ul>	<p>Any amount in excess of £5,000 in respect of any one loss and £25,000 in any one <b>Period of Insurance</b></p>
<p><b>Y Trace and Access</b></p> <p>The reasonable costs incurred by <b>You</b></p> <ul style="list-style-type: none"> <li>(a) in locating the actual source of <b>Damage</b> and</li> <li>(b) any repairs directly arising from (a)</li> </ul> <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 <b>Damage</b> is insured by this Sub-Section</p>	<p>Any amount in excess of £25,000 in any one <b>Period of Insurance</b></p>

## Special Conditions Applicable to this Sub-Section

### 1 Automatic Reinstatement of Sum Insured

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

- (a) **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
- (b) the aggregate of the amounts so reinstated during any one **Period of Insurance** shall not exceed the amount of the Sum Insured

### 2 Basis of Claims Settlement other than Stock

Following **Damage** to **Property** insured under this Sub-Section other than **Stock** by any of the Insured Perils 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

- (a) **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
- (b) 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
- (c) no payment beyond the amount which would have been payable in the absence of this clause shall be made
  - (i) unless reinstatement commences and proceeds without unreasonable delay
  - (ii) until the cost of reinstatement shall have been actually incurred
  - (iii) if the **Property** insured at the time of its **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement
- (d) all the terms and conditions of the **Policy** shall apply in respect of any claim payable under the provisions of this clause except in so far as they are varied hereby
- (e) where claims are payable as if Special Condition 2 had not been incorporated and the Sum Insured shown on the schedule at the time of the **Damage** is less than the total value of the **Property** then **You** will be regarded as **Your** own insurer for the difference and bear a rateable share of the loss accordingly

### 3 Basis of Claims Settlement – Stock

Following **Damage** to **Stock** insured under this Sub-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 **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 loss accordingly

### 4 Excess

If more than one **Excess** applies in respect of a claim then provided the claim arises out of the same single cause **We** will only apply the highest **Excess**

### 5 Index Linking

The Sum Insured by each item of this Section is subject to **Index Linking**

## Sub-Section B - Business Money

### Definitions

Refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section

What is Covered	What is not Covered
<p><b>We</b> will indemnify <b>You</b> against loss by any cause in respect of <b>Money</b> held in connection with the <b>Business</b> up to the Sum Insured stated for each item of the Schedule whilst</p> <ul style="list-style-type: none"> <li>(a) In transit within Great Britain Northern Ireland the Channel Islands or the Isle of Man</li> <li>(b) In a bank night safe</li> <li>(c) In the <b>Premises</b> during <b>Business Hours</b></li> <li>(d) In the <b>Premises</b> after <b>Business Hours</b> in a locked safe or strongroom</li> <li>(e) In the <b>Premises</b> after <b>Business Hours</b> not in a locked safe or strongroom</li> <li>(f) At the private dwelling of <b>You</b> or any authorised <b>Employee</b></li> <li>(g) In a vending gaming or amusement machine in the <b>Premises</b></li> </ul>	<p>The amount of the <b>Excess</b></p> <p><b>Money</b> the property of the Post Office</p> <p>Loss</p> <ul style="list-style-type: none"> <li>(a) due to depreciation shortages errors or omissions</li> <li>(b) arising from theft fraud or dishonesty by any <b>Employee</b> <ul style="list-style-type: none"> <li>(i) unless discovered within 14 working days of the loss</li> <li>(ii) of any amount in excess of £5,000 any one claim in respect of such loss</li> </ul> </li> <li>(c) from any unattended vehicle</li> <li>(d) by forgery or deception</li> <li>(e) from any safe or strongroom after <b>Business Hours</b> unless securely locked</li> <li>(f) but for the existence of this Section would have been covered by a Theft by <b>Employee</b> policy other than for any excess beyond the amount recoverable</li> </ul>

### Special Conditions Applicable to this Sub-Section

1 **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** and if **You** or any authorised **Employee** lives on the **Premises** the keys or notes of combinations of safes or strongrooms must be removed to a secure place in the residential part of the **Premises** out of **Business Hours**

2 **Personal Carrying Limit**

It is a condition that whenever the amount of **Negotiable Money** in transit exceeds £3,000

- (a) it 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

3 **Records**

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

## Sub-Section C – Personal Accident (Assault)

### Definitions

Refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section

What is Covered	What is not Covered												
<p><b>We</b> will in the event of <b>You</b> or any <b>Employee</b> suffering <b>Injury</b> caused solely or directly as a result of robbery or attempted robbery in the course of the <b>Business</b> pay compensation on the basis of the following Table of Compensation</p> <table border="0"> <tr> <td>(a) Death</td> <td>£10,000</td> </tr> <tr> <td>(b) Total loss or permanent and total loss of use of one or more limbs</td> <td>£10,000</td> </tr> <tr> <td>(c) Total and irrecoverable loss of all sight in one or more eyes</td> <td>£10,000</td> </tr> <tr> <td>(d) Permanent Total Disablement from any gainful occupation (other than through loss of limbs or sight)</td> <td>£10,000</td> </tr> <tr> <td>(e) Total uninterrupted disablement from engaging in the usual occupation for a maximum of 104 weeks at the rate per week of</td> <td>£100 Payable Monthly</td> </tr> <tr> <td>(f) Incurred Medical Expenses</td> <td>£500</td> </tr> </table> <p>provided that such <b>Injury</b> is independent of any other cause and results in death or disablement within 2 years of sustaining such <b>Injury</b></p>	(a) Death	£10,000	(b) Total loss or permanent and total loss of use of one or more limbs	£10,000	(c) Total and irrecoverable loss of all sight in one or more eyes	£10,000	(d) Permanent Total Disablement from any gainful occupation (other than through loss of limbs or sight)	£10,000	(e) Total uninterrupted disablement from engaging in the usual occupation for a maximum of 104 weeks at the rate per week of	£100 Payable Monthly	(f) Incurred Medical Expenses	£500	<p>Any person who at the time of sustaining <b>Injury</b> is under 16 or over 70 years of age</p> <p>Any <b>Injury</b> which is in any way</p> <p>(a) brought on by or with the collusion of directors or <b>Employees</b> 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 human life)</p> <p>Any compensation under more than one of the items (a) to (d) in the table of compensations for the same <b>Injury</b></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</p>
(a) Death	£10,000												
(b) Total loss or permanent and total loss of use of one or more limbs	£10,000												
(c) Total and irrecoverable loss of all sight in one or more eyes	£10,000												
(d) Permanent Total Disablement from any gainful occupation (other than through loss of limbs or sight)	£10,000												
(e) Total uninterrupted disablement from engaging in the usual occupation for a maximum of 104 weeks at the rate per week of	£100 Payable Monthly												
(f) Incurred Medical Expenses	£500												

### Extensions

Cover provided by this Sub-Section is extended to include

What is Covered	What is not Covered
<p><b>Personal Effects</b></p> <p><b>Damage</b> to the Personal Effects of <b>You</b> or any <b>Employee</b> as a result of robbery or attempted robbery in the course of the <b>Business</b></p>	<p>Amount in excess of £500 for any one person</p>

### Special Conditions Applicable to this Sub-Section

#### 1 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

#### 2 Total Temporary Disablement

When compensation has been paid under benefit (e) and subsequently in respect of the same **Injury** becomes payable under benefits (a) to (d) the compensation already paid shall be deducted from the amount payable under benefits (a) to (d)

## Sub-Section D - Glass Breakage

### Definitions

Refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section

What is Covered	What is not Covered
<p>In the event of breakage of <b>Glass</b> for which <b>You</b> are responsible at the <b>Premises We</b> will replace or at <b>Our</b> option pay <b>You</b> the costs of replacement</p> <p>In addition <b>We</b> will pay for</p> <ul style="list-style-type: none"><li>(a) the reasonable costs of boarding-up following breakage of <b>Glass</b></li><li>(b) the repair of <b>Damage</b> to the frames or framework as result of such breakage of <b>Glass</b></li><li>(c) the cost of removal or replacement of fixtures and fittings in the course of replacement of <b>Glass</b></li><li>(d) the cost of replacing lettering or other ornamental work and alarm foil on <b>Glass</b> following breakage up to a maximum of £500 after the deduction of any <b>Excess</b></li><li>(e) <b>Damage</b> to goods incidental to the <b>Business</b> caused by the breakage of <b>Glass</b> in the display windows</li></ul>	<p>The amount of the <b>Excess</b></p> <p>Any <b>Damage</b></p> <ul style="list-style-type: none"><li>(a) by or arising out of fire lightning or explosion or preventative or salvage operations consequent thereon</li><li>(b) occurring during removal or installation or arising out of repairs or alterations being carried out at the <b>Premises</b></li><li>(c) caused in connection with theft of <b>Property</b> from the <b>Premises</b> unless <b>We</b> have agreed to indemnify <b>You</b> in respect of such theft under this <b>Policy</b></li><li>(d) of any item flawed or broken at the commencement of this insurance</li><li>(e) in any portion of the <b>Building</b> which is <b>Empty or Disused</b></li></ul>

## Sub-Section E - Goods in Transit

This Sub-Section is only operative if shown in the Schedule

### Definitions

Also refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section

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

### Goods in Transit

**Computers and Electronic Business Equipment Stock** and **Trade Contents** belonging to **You** or for which **You** are responsible

### Transit

From the time the **Goods in Transit** 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><b>We</b> will indemnify <b>You</b> in respect of <b>Damage</b> to the <b>Goods in Transit</b> whilst in <b>Transit</b> by vehicles owned hired or leased by <b>You</b> anywhere in Great Britain Northern Ireland the Channel Islands the Isle of Man and the Republic of Ireland</p> <p>Provided always that <b>Our</b> 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 shall not exceed the amount stated on the Schedule</p>	<p>The amount of the <b>Excess</b></p> <p>Theft from any unattended vehicle trailer or semi-trailer unless</p> <p>(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 and</p> <p>(b) between the hours of 9.00pm and 6.00am the vehicle trailer or semi trailer is garaged within a securely locked building</p> <p><b>Damage</b> due to</p> <p>(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</p> <p>(b) natural deterioration</p> <p>(c) default in packing or addressing of any parcel or package</p> <p><b>Damage</b> due to delay or loss of market</p> <p><b>Damage</b> to <b>Glass</b> precious metals bills of exchange promissory notes <b>Money</b> securities for <b>Money</b> precious stones jewellery bullion documents manuscripts business books plans or designs or death of or injury to living creatures</p> <p><b>Damage</b> 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</p>

## Special Conditions Applicable to this Sub-Section

### 1 Automatic Reinstatement of Sum Insured

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

- (a) **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
- (b) the aggregate of the amounts so reinstated during any one **Period of Insurance** shall not exceed the amount of the Sum Insured

2 **Basis of Claim Settlement**

The basis of claims settlement under this Section is

(a) **Stock**

**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

(b) **Goods in Transit** other than **Stock**

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

For this purpose "reinstatement" means

(i) the replacement of **Property** lost or destroyed

(ii) 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

## Extensions

Cover provided by this Sub-Section is extended to include

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

## Sub-Section F – All Risks on Specified Equipment

This Sub-Section is only operative if shown in the Schedule

### Definitions

Refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section

What is Covered	What is not Covered
<p><b>We</b> will indemnify <b>You</b> in respect of <b>Damage</b> to the <b>Property</b> 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</p>	<p>The amount of the <b>Excess</b></p> <p><b>Damage</b></p> <ul style="list-style-type: none"> <li>(a) by theft or attempted theft from an unattended motor vehicle unless such motor vehicle has been securely locked at all access Points</li> <li>(b) to property more specifically insured</li> <li>(c) by wear and tear depreciation erosion the action of light or atmosphere moths vermin insects or parasites</li> <li>(d) any process of cleaning dyeing restoring adjusting or repairing</li> <li>(e) by normal maintenance or repair</li> <li>(f) by frost corrosion dampness dryness evaporation loss of weight contamination wet or dry rot marring scratching bruising or deterioration mildew mould or toxic mould</li> <li>(g) due to any change in temperature</li> <li>(h) arising during installation maintenance removal or use contrary to the manufacturers instructions or interference with any component part</li> <li>(i) arising from its own mechanical or electrical breakdown or derangement or arising from adjustment or repair other than by fire</li> <li>(k) by official confiscation or detention</li> <li>(l) due to the erasure or distortion of information on computer systems or their records</li> </ul>

### Special Conditions Applicable to this Sub-Section

#### 1 Automatic Reinstatement of Sum Insured

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

- (a) **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
- (b) the aggregate of the amounts so reinstated during any one **Period of Insurance** shall not exceed the amount of the Sum Insured

#### 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 Basis of Claims Settlement

In the event of **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

#### 4 Index Linking

The Sum Insured by each item stated is subject to **Index Linking**

---

# Section 2 - Business Interruption

## Definitions

Also refer to the **Policy** Definitions at the beginning of this **Policy**

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

### Auditors Charges

Auditors or accountants charges reasonably incurred for producing and certifying details of a claim under this Section

### Gross Profit

The money paid or payable to **You** for goods sold and delivered and for services rendered in the course of the **Business** either at the **Premises** or elsewhere less the costs of purchases of **Stock**

### Increased Cost of Working

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

## Conditions

Also refer to the General Policy Conditions at the back of this **Policy**

### Accounting Adjustments

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

### Adjustments

In adjusting the amount paid all variations or special circumstances affecting the **Business** shall be taken in to 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

### 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

## Sub-Section A – Gross Profit

### Definitions

Also refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section

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

### Indemnity Period

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

### Maximum Indemnity Period

The number of months stated on the Schedule

What is Covered	What is not Covered
<p>In the event of <b>Damage</b> to <b>Property</b> used by <b>You</b> at the <b>Premises</b> occupied by <b>You</b> for the purposes of the <b>Business</b> for which <b>We</b> have admitted liability under Section 1 of this <b>Policy</b> causing an interruption or interference to the <b>Business</b> which results in a reduction in the <b>Gross Profit</b> <b>We</b> will indemnify <b>You</b> for</p> <ul style="list-style-type: none"> <li>(a) the amount by which the <b>Gross Profit</b> during the <b>Indemnity Period</b> as a result of the <b>Damage</b> falls short of the <b>Gross Profit</b> which would have been received during the <b>Indemnity Period</b> had no <b>Damage</b> occurred</li> <li>(b) the <b>Increased Cost of Working</b> for the sole purpose of avoiding or diminishing the reduction in <b>Gross Profit</b> during the <b>Indemnity Period</b> but not more than the loss avoided under (a)</li> <li>(c) <b>Auditors' Charges</b> less any sum saved during the <b>Indemnity Period</b> in respect of charges or business expenses payable out of <b>Gross Profit</b> which cease or are reduced as a result of the <b>Damage</b></li> </ul>	<p>Any loss arising out of the deliberate erasure loss distortion or corruption of information on computer systems other records programs or software</p>

## Extensions

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

What is Covered	What is not Covered
<p><b>A Disease</b></p> <p>The occurrence of</p> <ul style="list-style-type: none"> <li>(a) Acute Encephalitis Acute Poliomyelitis Anthrax Chickenpox Cholera Diphtheria Dysentery Legionellosis Legionnaires Disease Leprosy 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 <b>Premises</b></li> <li>(b) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink supplied from the <b>Premises</b></li> <li>(c) vermin or pests in the <b>Premises</b></li> <li>(d) an accident which causes defects in the drains or other sanitary arrangements at the <b>Premises</b></li> </ul> <p>where use of the <b>Premises</b> is restricted on the order or advice of the competent authority</p> <ul style="list-style-type: none"> <li>(e) murder or suicide occurring on the <b>Premises</b></li> </ul>	<p>Any costs incurred in cleaning repair replacement recall or checking of property</p> <p>Any loss arising from premises that are not directly subject to the occurrence</p> <p>Any amount in excess of £25,000</p>
<p><b>B Failure of Supply</b></p> <p>Accidental failure of supplies of electricity gas or water at the terminal ends of the supply undertaking's feed to the <b>Premises</b></p>	<p>Any loss as a result of</p> <ul style="list-style-type: none"> <li>(a) accidental failure which lasts for less than 30 minutes</li> <li>(b) the exercise of any supply authority powers to withdraw or restrict supply</li> <li>(c) industrial action</li> <li>(d) wilful act or neglect by <b>You</b></li> <li>(e) drought or other weather conditions unless equipment has been damaged</li> </ul>
<p><b>C Failure of Telecommunications</b></p> <p>Accidental failure of the supply of telecommunication services at the incoming line terminals or receivers at the <b>Premises</b></p>	<p>Any loss as a result of</p> <ul style="list-style-type: none"> <li>(a) accidental failure that lasts for less than 12 hours</li> <li>(b) the exercise of any supply authority powers to withdraw or restrict supply</li> <li>(c) industrial action</li> <li>(d) wilful act or neglect by <b>You</b></li> <li>(e) drought or other weather conditions unless equipment has been damaged</li> </ul>
<p><b>D Prevention of Access</b></p> <p><b>Damage</b> to property in the vicinity of the <b>Premises</b> caused by any of the Insured Perils included under Section 1 of this <b>Policy</b> which prevents or hinders the use of or access to the <b>Premises</b></p>	<p>Any <b>Damage</b> to property of any supply undertaking from which <b>You</b> obtain electricity gas or water or telecommunications services which prevents or hinders the supply of such services</p>
<p><b>E Prevention of Access - Loss of Attraction</b></p> <p><b>Damage</b> to property in the vicinity of the <b>Premises</b> which directly results in loss of attraction to <b>Your Business</b> by customers or potential customers</p>	

What is Covered	What is not Covered
<p><b>F Prevention of Access - Public Emergency</b></p> <p>The actions or advice of a competent Public Authority due to an emergency likely to endanger life or property in the vicinity of the <b>Premises</b> which prevents or hinders the use or access to the <b>Premises</b></p>	<p>Any loss</p> <ul style="list-style-type: none"> <li>(a) during the first four hours</li> <li>(b) during any period other than the actual period when access to the <b>Premises</b> was prevented</li> <li>(c) as a result of labour disputes</li> <li>(d) occurring in Northern Ireland</li> <li>(e) as a result of the diseases specified in Extension A (a) - Diseases</li> </ul> <p>Any amount in excess of £10,000</p>
<p><b>G Suppliers</b></p> <p><b>Damage</b> to property at any of <b>Your</b> 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 of this <b>Policy</b></p>	<p><b>Damage</b> at any premises of suppliers of electricity gas or water or telecommunications services</p> <p>Any amount in excess of £25,000</p>
<p><b>H Transit</b></p> <p><b>Damage to Property</b> whilst in transit by road rail or inland waterway anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man</p>	<p>Any loss in respect of</p> <ul style="list-style-type: none"> <li>(a) any road or rail vehicles</li> <li>(b) waterborne craft</li> </ul> <p>Any amount in excess of £5,000</p>

## Special Conditions Applicable to this Sub-Section

### 1 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**

### 2 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 **We** may require for the further security of the **Property** insured

### 3 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

### 4 Condition of Average

If at the time of any **Damage** the sum insured on **Gross Profit** is less than the **Gross Profit** 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

## Sub-Section B - Accounts Receivable

### Definitions

Also refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section

The following additional definitions apply to this Sub-Section and shall keep the same meaning wherever they appear in this Sub-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) **Your** last record of amounts owed by customers

What is Covered	What is not Covered
<p>In the event of <b>Damage</b> to any of <b>Your</b> books of account or other business books or records whilst on the <b>Premises</b> occupied by <b>You</b> or temporarily elsewhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man by an Insured Peril under Section 1 of this <b>Policy</b> which results in <b>Your</b> inability to trace or establish the <b>Outstanding Debit Balances We</b> will indemnify <b>You</b> for</p> <ul style="list-style-type: none"> <li>(a) the difference between the amount of the <b>Outstanding Debit Balances</b> and the total of the amounts received or traced</li> <li>(b) the additional expenditure incurred with <b>Our</b> consent in tracing and establishing <b>Customer Accounts</b> debit balances after the <b>Damage</b></li> <li>(c) <b>Auditors' Charges</b></li> </ul>	<p><b>Damage</b></p> <ul style="list-style-type: none"> <li>(a) arising from the mislaying or misfiling of records or tapes</li> <li>(b) arising from wear tear and gradual deterioration vermin rust damp or mildew</li> <li>(c) arising from dishonest or fraudulent acts by any of <b>Your Employees</b></li> <li>(d) arising from the deliberate act of the supply undertaking in restricting or withholding electricity supply</li> <li>(e) arising from deliberate falsification of records or tapes</li> <li>(f) arising from the erasure loss distortion or corruption of information on computer systems or other records or programs or software</li> <li>(g) arising from the failure to collect debts which have been traced and established</li> </ul>

### Special Conditions Applicable to this Sub-Section

#### 1 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

#### 2 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**

## Sub-Section C - Loss of Licence

This Sub-Section is only operative if shown in the Schedule

### Definitions

Also refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section

The following additional definition applies to this Sub-Section and shall keep the same meaning wherever it appears in this Sub-Section

### Indemnity Period

The period beginning with the loss of licence and ending not later than 12 months thereafter during which the results of the **Business** are affected in consequence of the loss of licence provided that if the **Premises** are disposed of within the 12 months after the loss of licence the **Indemnity Period** will terminate either

- (a) upon the disposal or
- (b) 12 months from the loss of licence

whichever is the earlier

What is Covered	What is not Covered
<p>In the event of the licence for the sale of excisable liquors which has been granted in respect of the <b>Premises</b> being forfeited suspended or withdrawn <b>We</b> will pay <b>You</b></p> <ul style="list-style-type: none"> <li>(a) the amount by which the <b>Gross Profit</b> during the <b>Indemnity Period</b> falls short of the <b>Gross Profit</b> during the equivalent period immediately before the forfeiture suspension or withdrawal of the licence</li> <li>(b) the <b>Increased Cost of Working</b> for the sole purpose of avoiding or diminishing the reduction in <b>Gross Profit</b> during the <b>Indemnity Period</b> but not more than the loss avoided under (a)</li> </ul> <p>less any amount saved during the <b>Indemnity Period</b> in respect of reduced expenses due to the event</p> <ul style="list-style-type: none"> <li>(c) the reduction in value of the <b>Premises</b> if <b>You</b> are unable to obtain a licence for a period of twelve months from the date of forfeiture suspension or withdrawal of the licence and <b>You</b> sell the <b>Premises</b></li> <li>(d) all costs and expenses incurred by <b>You</b> with <b>Our</b> written consent</li> <li>(e) <b>Auditors' Charges</b></li> </ul>	<p>Any loss where</p> <ul style="list-style-type: none"> <li>(a) <b>You</b> are entitled to obtain a payment of compensation under any legislation or Bye-law in respect of refusal to renew the licence</li> <li>(b) alterations to the <b>Premises</b> requiring the consent of the licensing or other authority are made without consent</li> <li>(c) the <b>Premises</b> are closed for any period not required by law</li> <li>(d) the <b>Premises</b> are not maintained in a good state of sanitary condition or repair</li> <li>(e) any direction or requirement of the licensing or other authority is not complied with</li> <li>(f) the forfeiture or refusal to renew the licence occurs wholly or partly by or through <b>Your</b> misconduct procurement connivance neglect or omission by <b>You</b> to take any necessary step to keep the licence in force</li> <li>(g) prior or subsequent to the refusal to renew or forfeiture of the licence the <b>Premises</b> are required for any public purpose or if surrender or refusal to renew or forfeiture arises under or results directly or indirectly from any scheme of town and country planning improvement or redevelopment or surrender reduction or redistribution of licences in connection with reconstruction or from any alteration of the law affecting the grant surrender refusal to renew or forfeiture of licences</li> </ul> <p>Paragraphs (b) to (f) inclusive will not apply where <b>You</b> or any other claimant under this Section prove to <b>Our</b> reasonable satisfaction that the matter was completely beyond <b>Your</b> or their power or control</p>

## Special Conditions Applicable to this Sub-Section

### 1 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 in the **Gross Profit** during the **Indemnity Period**

### 2 Changes in Circumstances

**You** will on becoming aware of any complaint against the **Business** or its control for

- (a) proceedings against or conviction of the licence holder manager tenant or occupier of the **Premises** for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to their honesty moral standing or sobriety
- (b) change in the tenancy or management of the **Premises**
- (c) transfer or proposed transfer of the licence
- (d) alteration in the purpose for which the **Premises** are used
- (e) objection to renewal or other circumstances which may endanger the licence or its renewal

immediately give notice in writing to **Us** and supply such additional information and assistance as **We** may reasonably require

### 3 Forfeiture or Refused Renewal

In the event of the licence being forfeited or refused renewal **You** will

- (a) give notice in writing to **Us** within 48 hours of receiving knowledge of such event stating the grounds upon which the licence was forfeited or refused renewal
- (b) give all such assistance as **We** may require for the purpose of an appeal against such forfeiture or refusal to renew and allow **Us** or **Our** solicitors full discretion in the conduct of such proceedings
- (c) apply if practicable and if required by **Us** for the grant of such new licence for the same or alternative premises as may enable **You** to continue the **Business** in a similar or alternative form
- (d) provide a statement of **Your** loss if any together with such documents statements and accounts as may be reasonably required by **Us** to verify the same and also if required by **Us** make a statutory declaration as to the truth accuracy and comprehensiveness thereof and give **Us** free access to the **Premises** and the books and accounts thereof as may be necessary for ascertaining the value of the **Property** and the goodwill of the **Business**

### 4 Transfer of Licence

In the event of **Your** death bankruptcy or incapacity or desertion of the **Premises** or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to their honesty moral standing or sobriety) of the tenant manager occupier or licence holder **You** will where practicable and at **Our** request procure a suitable person to replace them and one to whom the justices will transfer the licence or grant the licence by way of renewal

---

# Section 3 - Business Liability

## Definitions

Also refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section

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

## Compensation

Damages including interest

## Costs and Expenses

- (a) Costs and expenses of claimants for which **You** are legally liable
- (b) Costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Section
- (c) Fees incurred with **Our** written consent for
  - (i) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory or common law duty resulting in **Injury**
  - (ii) 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 Section

## Event

Event shall mean the occurrence of **Injury** or **Damage**

Any one claim or series of claims against **You** resulting from one originating cause (including but not limited to continuous or repeated injurious exposure to substantially the same circumstances) shall be regarded as a single **Event** for the purposes of this Section

## Offshore

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

## Products

Goods (including labels containers and packaging) sold or supplied by **You** in connection with the **Business**

## Territorial Limits

- (a) Great Britain Northern Ireland the Isle of Man and the Channel Islands
- (b) 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
- (c) Anywhere in the world in connection with **Products** supplied at or from premises in Great Britain Northern Ireland the Isle of Man or the Channel Islands

## Extensions

Cover provided by this Section is extended to include

What is Covered	What is not Covered
<p><b>A Additional Persons Insured</b></p> <p><b>We</b> will subject to the terms of this <b>Policy</b> indemnify</p> <ul style="list-style-type: none"> <li>(a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person</li> <li>(b) at <b>Your</b> request <ul style="list-style-type: none"> <li>(i) any principal in respect of liability arising out of the performance by <b>You</b> of any agreement entered into by <b>You</b> with the principal to the extent required by such agreement</li> <li>(ii) any of <b>Your</b> directors or <b>Employee</b> in respect of liability arising in connection with the <b>Business</b></li> </ul> </li> </ul> <p>Provided that <b>You</b> would have been entitled to indemnity under this Section if the claim had been made against <b>You</b></p> <ul style="list-style-type: none"> <li>(iii) any officer committee or member of <b>Your</b> canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such</li> <li>(iv) any of <b>Your</b> directors or senior officials in respect of private work undertaken by any <b>Employee</b> for such director or senior official</li> </ul> <p>Provided that</p> <ul style="list-style-type: none"> <li>(a) such persons are not entitled to indemnity under any other policy covering such liability</li> <li>(b) each person will as though they were <b>You</b> observe fulfil and be subject to the terms of this <b>Policy</b> insofar as they can apply</li> <li>(c) <b>We</b> shall retain the sole conduct and control of all claims</li> <li>(d) where <b>We</b> are required to indemnify more than one party the total amount of indemnity payable to all parties under <ul style="list-style-type: none"> <li>(i) Sub-Section A – Employers Liability In respect of <b>Compensation</b> and <b>Costs and Expenses</b> will not exceed the amount stated on the Schedule</li> <li>(ii) Sub-Section B – Public and Products Liability In respect of <b>Compensation</b> will not exceed the amount stated on the Schedule</li> </ul> </li> </ul>	
<p><b>B Corporate Manslaughter and Corporate Homicide</b></p> <p><b>We</b> will indemnify <b>You</b> in respect of</p> <ul style="list-style-type: none"> <li>(a) legal fees and expenses incurred with <b>Our</b> written consent for defending proceedings including appeals against a conviction arising from such proceedings</li> <li>(b) costs of prosecution awarded against <b>You</b></li> </ul> <p>which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007</p>	<ul style="list-style-type: none"> <li>(a) proceedings which <ul style="list-style-type: none"> <li>(i) do not relate to an actual or alleged offence committed during the <b>Period of Insurance</b> within Great Britain Northern Ireland the Isle of Man and the Channel Islands and in connection with the <b>Business</b></li> <li>(ii) result from any deliberate act or omission by <b>You</b></li> <li>(iii) under Sub-Section A – Employers Liability relate to any person other than an <b>Employee</b></li> </ul> </li> </ul>

What is Covered	What is not Covered
	<ul style="list-style-type: none"> <li>(iv) under Sub-Section B – Public and Products Liability relate to any <b>Employee</b></li> <li>(b) any fines or penalties</li> <li>(c) the cost of implementing any remedial order or publicity order or any steps required to be taken by such orders</li> <li>(d) any legal fees and expenses insured by any other policy</li> </ul>
<p><b>C Health and Safety</b></p> <p><b>We</b> will indemnify <b>You</b> and at <b>Your</b> request any director or <b>Employee</b> in respect of legal costs and expenses incurred with <b>Our</b> written consent and costs awarded against <b>You</b> or any director or <b>Employee</b> 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 <b>Period of Insurance</b> 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 <b>Business</b></p> <p>Provided that in respect of</p> <ul style="list-style-type: none"> <li>(a) Sub-Section A – Employers Liability the proceedings relate to the health safety or welfare of <b>Employees</b></li> <li>(b) Sub-Section B – Public and Products Liability the proceedings relate to the health and safety or welfare of persons other than <b>Employees</b></li> </ul>	<ul style="list-style-type: none"> <li>Any fines or penalties</li> <li>Any <b>Costs and Expenses</b> insured by any other policy</li> <li>Any proceedings or appeals in respect of any deliberate act or omission by <b>You</b></li> </ul>
<p><b>D Outside Catering</b></p> <p>This Extension is only operative if stated in the Schedule</p> <p><b>What is Not Covered (a)</b> under Sub-Section A – Employers Liability is amended to read as follows</p> <ul style="list-style-type: none"> <li>(a) any work away from the Premises other than non-manual commercial duties collection or delivery and outside catering</li> </ul> <p><b>What is Not Covered (f)</b> under Sub-Section B – Public Liability is amended to read as follows</p> <ul style="list-style-type: none"> <li>(f) any work away from the Premises other than non-manual commercial duties collection or delivery and outside catering</li> </ul>	
<p><b>E Payment for Court Attendance</b></p> <p>In the event of any of the under mentioned persons attending court as a witness at <b>Our</b> request in connection with a claim in respect of which <b>You</b> are entitled to indemnity under this Section <b>We</b> will provide compensation to <b>You</b> at the following rates per day for each day on which attendance is required</p> <ul style="list-style-type: none"> <li>(a) any director or partner of the <b>Insured</b> £250</li> <li>(b) any <b>Employee</b> £150</li> </ul>	

## Sub-Section A - Employers Liability

What is Covered	What is not Covered
<p><b>We</b> will indemnify <b>You</b> against all sums that <b>You</b> become legally liable to pay as <b>Compensation</b> and <b>Costs and Expenses</b> in respect of <b>Injury</b> sustained within the <b>Territorial Limits</b> by any <b>Employee</b> arising out of their employment by <b>You</b> in the course of the <b>Business</b> and caused during the <b>Period of Insurance</b></p>	<p>Any liability arising out of</p> <ul style="list-style-type: none"> <li>(a) any work away from the <b>Premises</b> other than non-manual commercial duties collection or delivery</li> <li>(b) being on working on or travelling to or from any <b>Offshore</b> location</li> </ul>
<p><b>Limit of Liability</b></p> <p>The Limit of Liability stated on the Schedule shall be the maximum <b>We</b> will pay any one <b>Event</b> under this Sub-Section as <b>Compensation</b> and <b>Costs and Expenses</b></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

#### A **Injury to Working Partners**

**We** will treat as an **Employee** any working partner or proprietor of the **Insured** who suffers **Injury** provided that such **Injury**

- (a) is sustained whilst working in connection with the **Business** caused during the **Period of Insurance** and within the **Territorial Limits**
- (b) is caused by another working partner proprietor or **Employee**

#### B **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 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**

## Special Conditions Applicable to this Sub-Section

### 1 Discharge of Liability

**We** may pay **You** the Limit of Liability or any lesser amount for which any claim or claims against **You** can be settled taking into account any amount already paid 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 provided that in no circumstances shall the total amount paid exceed the Limit of Liability

### 2 Radioactive Contamination

So far as concerns the liability of any principal or liability assumed by **You** under agreement and which would not have attached in the absence of such agreement this 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

### 3 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

## Sub-Section B – Public and Products Liability

### Definitions

Also refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section

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

#### Pollution and Contamination

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

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

What is Covered	What is not Covered
	<ul style="list-style-type: none"> <li>(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 <b>Period of Insurance</b></li> </ul> <p>All <b>Pollution and Contamination</b> which arises out of one incident will be deemed to have occurred at the time such incident takes place</p> <ul style="list-style-type: none"> <li>(m) the disposal of assets other than furniture and office equipment previously used in the course of the <b>Business</b></li> <li>(n) any work carried out on motorised vehicles or motorised cycles</li> <li>(o) <b>Damage</b> to that part of any property upon which <b>You</b> or anyone on <b>Your</b> behalf is or has been working</li> <li>(p) <b>Damage</b> to any commodity article or thing supplied installed or erected by <b>You</b> if such <b>Damage</b> is attributable to any defect therein or the harmful nature or unsuitability thereof</li> <li>(q) mould or toxic mould</li> </ul> <p>Any liability in respect of</p> <ul style="list-style-type: none"> <li>(a) any costs incurred in recalling or making refunds in respect of any <b>Products</b> supplied</li> <li>(b) 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 <b>You</b> have a branch or subsidiary or are represented by a party domiciled in such territory or by a party holding <b>Your</b> Power of Attorney</li> <li>(c) <b>Injury or Damage</b> to property caused by or in connection with anything sold or supplied by <b>You</b> which to <b>Your</b> knowledge is directly or indirectly exported to the United States of America (or any territory within its jurisdiction) or Canada</li> <li>(d) liquidated damages fines or penalties</li> <li>(e) punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages</li> <li>(f) 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 <b>Asbestos</b> including any product containing <b>Asbestos</b></li> </ul> <p>Any liability which is imposed on <b>You</b> 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"> <li>(a) under any warranty of goods implied by law</li> <li>(b) under an indemnity clause in any agreement between <b>You</b> and any independent carrier in respect of <b>Injury</b> or <b>Damage</b> caused by <b>Products</b> entrusted to such carrier for transit by road rail or waterway</li> </ul> <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 <b>You</b> or anyone acting on <b>Your</b> 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><b>A Consumer Protection and Food Safety Acts</b></p> <p><b>We</b> will indemnify <b>You</b> in respect of legal costs and expenses incurred with <b>Our</b> 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 <b>Business</b> during the <b>Period of Insurance</b></p>	<p>Any fines or penalties</p> <p>Any <b>Costs and Expenses</b> insured by any other policy</p> <p>Any proceedings or appeals in respect of any deliberate act or omission by <b>You</b></p>
<p><b>B Contingent Motor Liability</b></p> <p><b>We</b> will indemnify <b>You</b> in respect of liability arising out of the use of any motor vehicle not owned or provided by <b>You</b> being used by <b>Your Employee</b> in connection with the <b>Business</b> anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man</p>	<p><b>Damage</b> to the vehicle or the goods carried in or on the vehicle</p> <p><b>Injury or Damage</b> whilst being driven by <b>You</b></p> <p><b>Injury or Damage</b> whilst being driven by any person with the general consent of <b>You</b> or <b>Your</b> representative who to <b>Your</b> or <b>Your</b> 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 <b>You</b> are entitled to indemnity under any other policy of insurance</p>
<p><b>C Cross Liabilities</b></p> <p>If there is more than one <b>Insured</b> specified in the Schedule this Sub-Section will apply separately to each one as if a separate <b>Policy</b> had been issued to each provided that <b>Our</b> total liability does not exceed the Limit of Liability stated on the Schedule</p>	
<p><b>D Damage to Guests Personal Belongings</b></p> <p><b>We</b> will indemnify <b>You</b> in respect of liability arising out of</p> <p>(a) <b>Damage</b> to guests personal belongings deposited with <b>You</b> for safekeeping provided that where required <b>You</b> clearly display at the reception desk a notice in accordance with the provisions of the Hotel Proprietors' Act 1956 or any similar legislation in Northern Ireland the Channel Islands or the Isle of Man</p> <p>(b) <b>Damage</b> to guests motor vehicles and their contents in the garage or car park of the <b>Premises</b></p>	<p>(a) The first £50 of any loss</p> <p>(b) Any amount in excess of £5,000 any one guest</p> <p>(c) Any amount in excess of £25,000 any one <b>Period of Insurance</b></p> <p>(d) Any liability arising out of <b>Damage</b> to valuables or <b>Money</b> unless kept in a suitable locked safe or strongroom</p> <p>(e) Any liability arising out of <b>Damage</b> to any property stored for a fee or other consideration</p>
<p><b>E Damage to Leased or Rented Premises</b></p> <p><b>We</b> will indemnify <b>You</b> in respect of <b>Damage</b> to the <b>Premises</b> (including fixtures and fittings) for which <b>You</b> are legally liable within Great Britain Northern Ireland the Isle of Man or the Channel Islands which are hired rented and occupied by <b>You</b> in connection with the <b>Business</b></p>	<p>Such <b>Damage</b> if the liability is assumed under a tenancy or other agreement and would not have attached in the absence of such agreement</p> <p>Such <b>Damage</b> where the tenancy or other agreement specifies that insurance is taken out by <b>You</b> or on <b>Your</b> behalf</p> <p>The first £100 of any claim other than where the cause is Fire or Explosion</p>

What is Covered	What is not Covered
<p><b>F Data Protection Act 1998</b></p> <p>We will indemnify <b>You</b> and at <b>Your</b> request any director or <b>Employee</b> in respect of the sums which <b>You</b> or any Director or <b>Employee</b> become legally liable to pay as <b>Compensation</b> under Section 13 of the Data Protection Act 1998 for <b>Damage</b> or distress caused in connection with the <b>Business</b> during the <b>Period of Insurance</b> provided that <b>You</b> are</p> <ul style="list-style-type: none"> <li>(a) a registered user in accordance with the terms of the Act</li> <li>(b) not in <b>Business</b> as a computer bureau</li> </ul> <p>Our maximum liability including all <b>Costs and Expenses</b> under this Extension in respect of all claims occurring during any one <b>Period of Insurance</b> will not exceed £250,000</p> <p>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</p>	<p>Any liability in respect of</p> <ul style="list-style-type: none"> <li>(a) any <b>Damage</b> or distress caused by any deliberate act or omission by <b>You</b> the result of which could reasonably have been expected by <b>You</b> having regard to the nature and circumstances of such act or omission</li> <li>(b) any <b>Damage</b> or distress caused by any act of fraud or dishonesty</li> <li>(c) the <b>Costs and Expenses</b> of rectifying rewriting or erasing data</li> <li>(d) liability arising from the recording processing or provision of data for reward or to determine the financial status of any person</li> <li>(e) any fines or penalties</li> </ul> <p>Liability arising as a result of the provision by <b>You</b> of the services of a data processor</p>
<p><b>G Defective Premises Act</b></p> <p>We will indemnify <b>You</b> in respect of <b>Injury</b> or <b>Damage</b> to property which <b>You</b> 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 <b>You</b> and which prior to disposal were occupied by <b>You</b> in connection with the <b>Business</b></p>	<p>Any liability for which <b>You</b> are in entitled to indemnity under any other policy of insurance</p> <p><b>Injury</b> or <b>Damage</b> 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>Any reduction in value</p>
<p><b>H Personal Belongings</b></p> <p>We will indemnify <b>You</b> in respect of <b>Damage</b> to clothing and personal effects belonging to <b>Employees</b> or callers for which <b>You</b> are legally liable in connection with the <b>Business</b></p>	<p>Clothing and personal effects being worked on or held for the purposes of being worked on</p>

---

## Section 4 – 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 Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

This Section will cover the **Insured Person** in respect of any **Insured Incident** arising in connection with the **Business** shown in the Schedule.

**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 a **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 at the beginning of this **Policy**

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 **Policyholder** and the directors, partners, managers and employees of the Policyholder

#### **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, mandatory registration 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 **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 **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 hearing at the request of the **Representative** or while attending jury service. **DAS** 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

For all other **Insured Incidents**

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

1. Employment Disputes and Compensation Awards

What is Covered	What is not Covered
<p><b>Insured Incidents</b></p>	
<p><b>A. Employment Disputes</b></p>	
<p><b>DAS</b> will defend <b>Your</b> legal rights:</p> <ul style="list-style-type: none"> <li>(1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee;</li> <li>or</li> <li>(2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme;</li> <li>or</li> <li>(3) in legal proceedings in respect of any dispute with                             <ul style="list-style-type: none"> <li>(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 <b>You</b>;</li> <li>or</li> <li>(b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>(1) Any claim in respect of damages for personal injury or loss of or damage to property</li> <li>(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</li> </ul>
<p><b>B. Compensation Awards</b></p>	
<p><b>DAS</b> will pay</p> <ul style="list-style-type: none"> <li>(1) any basic and compensatory award and/or</li> <li>(2) an order for compensation following a breach of <b>Your</b> statutory duties under employment legislation</li> </ul> <p>in respect of a claim <b>DAS</b> have accepted under <b>Insured Incident 1A</b></p> <p>Provided that</p> <ul style="list-style-type: none"> <li>(1) In cases relating to performance and/or conduct, <b>You</b> have throughout the employment dispute either:                             <ul style="list-style-type: none"> <li>(a) followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service;</li> <li>or</li> <li>(b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland;</li> <li>or</li> <li>(c) sought and followed advice from the <b>DAS</b> legal advice service</li> </ul> </li> <li>(2) For an order of compensation following <b>Your</b> breach of statutory duty under employment legislation <b>You</b> have at all times sought and followed advice from the <b>DAS</b> legal advice service since the date when <b>You</b> should have known about the employment dispute</li> </ul>	<ul style="list-style-type: none"> <li>(1) Any compensation award relating to the following:                             <ul style="list-style-type: none"> <li>- trade union activities, trade union membership or non-membership</li> <li>- pregnancy or maternity rights</li> <li>- health and safety related dismissals brought under section 44 of the Employment Rights Act 1996</li> <li>- statutory rights in relation to trustees of occupational pension schemes</li> <li>- statutory rights in relation to Sunday shop and betting work</li> </ul> </li> <li>(2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto</li> <li>(3) Any award ordered because <b>the Policyholder</b> has failed to provide relevant records to employees under the National Minimum Wage laws</li> <li>(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</li> </ul>

What is Covered	What is not Covered
<ul style="list-style-type: none"> <li>(3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, <b>You</b> have sought and followed advice from the <b>DAS</b> Claims Department prior to serving notice of redundancy</li> <li>(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 <b>DAS</b></li> <li>(5) The total of the compensation awards payable by <b>DAS</b> shall not exceed £1,000,000 in any one <b>Period of Insurance</b></li> </ul>	

### C. Service Occupancy

**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

Any claim relating to defending **Your** legal rights other than defending a counter-claim

## 2. Legal Defence

What is Covered	What is not Covered
<p><b>Insured Incidents</b></p> <p>At <b>Your</b> request</p> <ul style="list-style-type: none"> <li>(1) <b>DAS</b> will defend the <b>Insured Person's</b> legal rights <ul style="list-style-type: none"> <li>(a) prior to the issue of legal proceedings when dealing with <ul style="list-style-type: none"> <li>- the Police</li> <li>- the Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer</li> </ul> <p>where it is alleged that the <b>Insured Person</b> has or may have committed a criminal offence</p> </li> <li>or</li> <li>(b) following an event which leads to the <b>Insured Person</b> being prosecuted in a court of criminal jurisdiction</li> <li>or</li> <li>(c) if civil action is taken against the <b>Insured Person</b> for compensation under section 13 of the Data Protection Act 1998. <b>DAS</b> will also pay any compensation award made against the <b>Insured Person</b> under section 13 of the Data Protection Act 1998</li> </ul> </li> <li>(2) <b>DAS</b> will defend <b>Your</b> legal rights following civil action taken against <b>You</b> for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the <b>Period of Insurance</b></li> <li>(3) <b>DAS</b> will defend the <b>Insured Person's</b> (other than <b>Your</b>) legal rights if: <ul style="list-style-type: none"> <li>(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</li> </ul> </li> </ul>	<p>Any claim which leads to the <b>Insured Person</b> being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle</p>

What is Covered	What is not Covered
<p>or</p> <p>(b) civil action is taken against them as a trustee of a pension fund set up for the benefit of <b>Your</b> employees</p> <p>(4) <b>DAS</b> will represent the <b>Insured Person</b> in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting <b>Your Business</b></p> <p>(5) <b>DAS</b> will represent <b>You</b> in appealing against the refusal of the Information Commissioner to register <b>Your</b> application for registration</p> <p>(6) <b>DAS</b> will pay the <b>Attendance Expenses</b> of an <b>Insured Person</b> for jury service</p> <p>Provided that</p> <p>(1) In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the <b>Territorial Limit</b> shall be any place where the Act applies</p> <p>(2) At the time of the <b>Insured Incident</b>, <b>You</b> have registered with the Information Commissioner in respect of <b>Insured Incident 2(1)(c)</b></p>	

**3. Contract Disputes**

What is Covered	What is not Covered
<p><b>Insured Incidents</b></p> <p><b>DAS</b> will negotiate for <b>Your</b> legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on <b>Your</b> behalf for the purchase, hire, sale or provision of goods or services</p> <p>Provided that</p> <p>(1) The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, <b>You</b> will be responsible for the first £500 of <b>Legal Costs</b> in each and every claim</p> <p>(2) If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250</p> <p>(3) If the dispute relates to money owed to <b>You</b>, a claim under this Section is made within 90 days of the money becoming due and payable</p>	<p>(1) Any claim relating to the following:</p> <ul style="list-style-type: none"> <li>- the settlement payable under an insurance policy;</li> <li>- 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;</li> <li>- a loan, mortgage, pension or any other financial product and choses in action;</li> <li>- a motor vehicle owned by, or hired or leased to, <b>You</b> other than agreements relating to the sale of motor vehicles where <b>You</b> are engaged in the business of selling motor vehicles</li> </ul> <p>(2) A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with <b>You</b></p> <p>(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 <b>Your</b> own specification</p> <p>(4) A dispute arising from a breach or alleged breach of professional duty by an <b>Insured Person</b></p> <p>(5) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists</p>

#### 4. Debt Recovery

What is Covered	What is not Covered
<p><b>Insured Incident</b></p> <p><b>DAS</b> will negotiate for <b>Your</b> legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services</p> <p>Provided that</p> <ol style="list-style-type: none"> <li>(1) The debt exceeds £250</li> <li>(2) A claim for debt recovery under this Section is made within 90 days of the money becoming due and payable</li> <li>(3) <b>DAS</b> have the right to select the method of enforcement, or to forego enforcing judgment if <b>DAS</b> are not satisfied that there are, or will be, sufficient assets available to satisfy judgment</li> </ol>	<ol style="list-style-type: none"> <li>(1) Any claim relating to the following: <ul style="list-style-type: none"> <li>- the settlement payable under an insurance policy;</li> <li>- a lease, licence or tenancy of land or buildings;</li> <li>- a loan, mortgage, pension or any other financial product and choses in action;</li> <li>- a motor vehicle owned by, or hired or leased to, <b>The Policyholder</b> other than agreements relating to the sale of motor vehicles where <b>You</b> are engaged in the business of selling motor vehicles</li> </ul> </li> <li>(2) A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services</li> <li>(3) The recovery of money and interest due from another party where the other party intimates that a defence exists</li> </ol>

#### 5. Property Protection and Bodily Injury

What is Covered	What is not Covered
<p><b>Insured Incidents</b></p> <p><b>A. Property Protection</b></p> <p><b>DAS</b> will negotiate for <b>Your</b> legal rights in any civil action relating to material <b>Property</b> which is owned by, or the responsibility of <b>You</b>, following:</p> <ol style="list-style-type: none"> <li>(1) any event which causes or could cause physical damage to such material <b>Property</b></li> </ol> <p>or</p> <ol style="list-style-type: none"> <li>(2) any nuisance or trespass</li> </ol> <p><b>B. Bodily Injury</b></p> <p>At <b>Your</b> request <b>DAS</b> will negotiate for an <b>Insured Person's</b> and their family members legal rights following an event which causes the death of, or bodily injury to them</p>	<p>Any claim relating to the following:</p> <ol style="list-style-type: none"> <li>(1) a contract entered into by <b>You</b>;</li> <li>(2) goods in transit or goods lent or hired out;</li> <li>(3) goods at premises other than those occupied by <b>You</b> unless the goods are at such premises for the purpose of installations or use in work to be carried out by <b>You</b>,</li> <li>(4) mining subsidence;</li> <li>(5) defending <b>Your</b> legal rights other than in defending a counter-claim;</li> <li>(6) a motor vehicle owned or used by, or hired or leased to an <b>Insured Person</b> other than <b>Damage</b> to motor vehicles where <b>You</b> are engaged in the business of selling motor vehicles</li> </ol> <p>Any claim relating to the following:</p> <ol style="list-style-type: none"> <li>(1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or</li> <li>(2) defending an <b>Insured Person's</b> or their family members' legal rights other than in defending a counter-claim; or</li> <li>(3) a motor vehicle owned or used by, or hired or leased to an <b>Insured Person</b> or their family members</li> </ol>

6. Tax Protection

What is Covered	What is not Covered
<b>Insured Incidents</b>	
<p><b>A. Full or Aspect Enquiry</b></p> <p><b>DAS</b> will negotiate on <b>Your</b> behalf in respect of a <b>Full Enquiry</b> and/or <b>Aspect Enquiry</b> and represent <b>You</b> in any subsequent appeal proceedings</p>	<p>(1) In respect of <b>Aspect Enquiries</b> and <b>Tax Intervention Enquiries</b> the first £200 of <b>Costs and Expenses</b> in each and every claim</p> <p>(2) Any <b>Insured Incident</b> arising from a tax avoidance scheme</p> <p>(3) Any <b>Insured Incident</b> caused by <b>Your</b> failure to register for Value Added Tax</p> <p>(4) Any <b>Insured Incident</b> arising from any investigation or enquiries undertaken by HM Revenue &amp; Customs Special Investigations Section or Special Civil Investigations or the Revenue &amp; Customs Prosecution Office</p> <p>(5) Any <b>Insured Incident</b> arising from any investigation or enquiry by HM Revenue &amp; Customs into alleged dishonesty or alleged criminal offences</p>
<p><b>B. Tax Intervention Enquiries</b></p> <p><b>DAS</b> will negotiate on <b>Your</b> behalf and represent <b>You</b> in any dealings with HM Revenue &amp; Customs in respect of a <b>Tax Intervention Enquiry</b></p>	
<p><b>C. Employers' Compliance</b></p> <p><b>DAS</b> will negotiate on <b>Your</b> behalf and represent <b>You</b> in any appeal proceedings in respect of a dispute concerning <b>Your</b> compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue &amp; Customs</p>	
<p><b>D. VAT Disputes</b></p> <p><b>DAS</b> will negotiate on <b>Your</b> behalf and represent <b>You</b> in any appeal proceedings following an assessment issued by HM Revenue &amp; Customs in respect of Value Added Tax due</p>	
<p>Provided that</p>	
<p>(1) For all <b>Insured Incidents</b> <b>You</b> 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) <b>DAS</b> will not pay more than £2,000 for claims in respect of <b>Aspect Enquiries</b> or <b>Tax Intervention Enquiries</b></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) **DAS** will choose the **Representative** to represent an **Insured Person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case an **Insured Person** is free to choose a **Representative** (by sending **DAS** a suitably qualified person's name and address) if:
    - (i) **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the **Insured Person** in those proceedings; or
    - (ii) there is a conflict of interest
  - (c) Before an **Insured Person** chooses a lawyer or an accountant, **DAS** can appoint a **Representative**
  - (d) A **Representative** will be appointed by **DAS** and represent an **Insured Person** according to **DAS's** standard terms of appointment. The **Representative** must co-operate fully with **DAS** at all times
  - (e) **DAS** will have direct contact with the **Representative**
  - (f) An **Insured Person** must co-operate fully with **DAS** and with the **Representative** and must keep **DAS** up-to-date with the progress of the claim
  - (g) An **Insured Person** must give the **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 **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 a **Representative** refuses to continue acting for an **Insured Person** with good reason or the **Insured Person** dismisses the **Representative** without good reason, the cover **DAS** provide will end at once, unless **DAS** agree to appoint another **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 a **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 there is a disagreement about the way **DAS** handle a claim that is not resolved through their internal complaints procedure, **DAS** and the **Insured Person** can choose a suitably qualified person to arbitrate.  
**DAS** and the **Insured Person** must both agree to the choice of this person in writing.  
 Failing this **DAS** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected.  
 If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
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 rights under a franchise or agency agreement entered into by **You**.
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. Judicial Review.
10. Legal action an **Insured Person** takes which **DAS** or the **Representative** have not agreed to or where the **Insured Person** does anything that hinders us or the **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.
12. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

### Claims Reporting

To make a claim under Section 12 – Commercial Legal Expenses please telephone **DAS** on 0845 465 0030. Please do not ring this number to report a general insurance claim.

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

Alternatively **You** can e-mail **Your** claim to **DAS** at [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

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

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

---

# 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

- (a) 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 of **Damage** or **Injury**
- (b) **Your** interest ceases unless this is brought about by will or operation of law
- (c) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued unless **We** have accepted the alteration in writing

## B Cancellation

### Cancellation by Insurer

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

**We** may cancel this **Policy** (or any Section of it) at any time and in any **Period of Insurance** by giving 21 days written notice by post to **You** at **Your** last known address

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

### Return of Premium

**You** will be entitled to the return of a proportionate amount of the premium corresponding to the unexpired **Period of Insurance**

Provided that during the current **Period of Insurance** there have been

- (a) no claims made under the **Policy** for which **We** have made or agreed to make a payment
- (b) no claims made under the **Policy** which are still under consideration
- (c) no incidents advised that could give rise to a claim

### Cancellation by Insured

**You** may cancel this **Policy** either in the first 14 days of the **Period of Insurance** (this is known as the "cooling off" period) or at any other time during the **Period of Insurance** after the expiry of the cooling off period

### Return of Premium

- (a) If **You** elect to cancel the **Policy** within the cooling off period **We** will refund the full amount of the premium paid to **You** unless a claim has been made where **We** have made or agreed to make a payment or which is under consideration or an incident advised that could give rise to a claim when the **Policy** will be treated by **Us** as in force and no refund of premium will be made
- (b) If **You** elect to cancel the **Policy** after the cooling off period has expired **You** must give 14 days notice in writing to **Us** **Your** insurance adviser or iprism and **You** will be entitled to the return of a proportionate amount of the premium corresponding to the unexpired **Period of Insurance** unless a claim has been made where **We** have made or agreed to make a payment or which is under consideration or an incident advised that could give rise to a claim when no refund of premium for the **Period of Insurance** will be made

### When Your premiums are paid by the iprism instalment plan

If the **Policy** is cancelled by **Us** or by **You**

- (a) Any outstanding balance of **Your** loan and any additional charges levied by the finance provider in accordance with the terms and conditions of **Your** credit agreement will be deducted from any return of premium due to **You**
- (b) **You** will become liable for the difference if the return premium is less than the balance due to the loan provider
- (c) **We** reserve the right to cancel the policy in the event of default under any iprism instalment plan

### Certificate of Employers Liability Insurance

In relation to cancellation in any of the circumstances outlined above **You** shall immediately return to **Us** any effective Certificate(s) of Employers Liability Insurance

## C 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

**D 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

**E 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

**F Mortgagees Freeholders and Lessors**

The act or neglect of any mortgagor leaseholder lessee or occupier of any **Premises** insured by this **Policy** whereby the risk is increased without the authority or knowledge of any mortgagee freeholder or lessor will not prejudice the interest of the latter parties in this insurance provided that they notify **Us** immediately on becoming aware of such increased risk and pay an additional premium if required

**G 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

**H Non Invalidation**

This insurance will not be invalidated by anything which increases the risk of **Damage** provided that

- (a) it is without **Your** authority or knowledge or beyond **Your** control
- (b) **You** tell **Us** as soon as **You** become aware of the increased risk of **Damage**
- (c) **You** pay any additional premium required

**I 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**

**J Reasonable Precautions**

**You** must

- (a) maintain the **Premises** machinery plant and equipment in a satisfactory state of repair
- (b) take all reasonable precautions to prevent
  - (i) **Damage** to the **Property** insured
  - (ii) **Injury** to any person or **Damage** to their property
- (c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require
- (d) exercise care in the selection and supervision of **Employees**
- (e) comply with all relevant legal requirements safety regulations and manufacturers recommendations and conduct the **Business** in a lawful manner
- (f) keep books with a complete record of purchase and sales

**K Subjectivity**

This **Policy** and the **Proposal** 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

- (a) modify **Your** premium
- (b) issue a mid-term amendment to **Your Policy** or Section terms and conditions
- (c) require **You** to make alterations to the **Premises** insured by the required date(s)
- (d) exercise **Our** right to cancel **Your Policy**
- (e) 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

- (a) **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
- (b) **We** may at **Our** option exercise **Our** right under General Policy Condition B 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

#### **L Subrogation Waiver**

In the event of a claim arising under this **Policy** **We** waive any rights remedies or relief to which **We** might become entitled by subrogation against

- (a) any company standing in the relation of parent to subsidiary (or subsidiary to parent) to **You**
  - (b) any company which is a subsidiary of a parent company of which **You** are a subsidiary
- in each case as defined by current legislation

---

# General Policy Exclusions

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

**We** will not be liable for any claim in respect of

## A Date Recognition

**Damage** of whatsoever nature directly or indirectly caused by contributed to by or arising from

- (a) any actual or alleged failure of any **Computer Equipment** whether or not owned by **You** or in **Your** possession to correctly recognise or to correctly process (including but not limited to capture save retain calculate compare interpret record retrieve sequence read store manipulate write to media determine distinguish convert transfer or execute)
  - (i) any **Date/Time Material**
  - (ii) any data or information as the result of the treatment of any **Date/Time Material** by such equipment or by any command or instruction which is or has been programmed or in any other manner entered into it
- (b) any actual or alleged failure to provide or inadequacy of any services whether provided by **You** or by any other person or persons due to any actual or alleged failure or inability described in paragraph (a) above
- (c) any advice consultation design evaluation inspection maintenance alteration repair replacement or supervision provided or done by **You** or on **Your** behalf to determine rectify or test any potential or actual problem described in paragraph (a) above

For the purposes of this Exclusion

- (a) **Computer Equipment** means
  - (i) computer hardware including microprocessors
  - (ii) computer application software
  - (iii) computer operating systems or related software
  - (iv) computer networks
  - (v) microprocessors (computer chips) not part of any computer system
  - (vi) any other computerised or electronic equipment
  - (vii) any other equipment which directly or indirectly contains uses or relies upon in any manner of the items referred to in (i) to (vi) above
- (b) **Date/Time Material** means dates times or data or information or command or instruction that in any manner depends upon is contingent upon is derived from or incorporates any date or time irrespective of the manner by which it is stored recorded or entered

## B Indirect Loss

Any **Indirect Loss** unless specifically stated in the **Policy**

## C Loss of Data and E-risk

- (a) **Damage** to **Data** arising out of but not limited to
  - (i) loss destruction or corruption of **Data** whether in whole or part
  - (ii) unauthorised appropriation use access or modification of **Data**
  - (iii) unauthorised transmission of **Data** to any third parties
  - (iv) misinterpretation use or misuse of **Data**
  - (v) operator error
- (b) **Damage** arising directly or indirectly from
  - (i) the transmission or impact of any **Virus or Similar Mechanism**
  - (ii) **Hacking**
  - (iii) **Denial of Service Attack**
  - (iv) **Failure of a System**
  - (v) anything described in paragraph (a) above

but this will not exclude in respect of Section 1 Property and Section 2 Business Interruption **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 theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided that such **Damage** is insured by the Section

**D Radioactive Contamination and 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 of Section 3 Business Liability

**E War and Government Action**

**Damage** to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect 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

- (a) **War**
- (b) **Government Action**

For the purpose of this Exclusion

**War** shall mean

war invasion acts of foreign enemies hostilities or warlike operation 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 or military or usurped power

**Government Action** shall mean

martial law confiscation nationalisation requisition seizure 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 **War**

This Exclusion is not applicable to Sub-Section A of Section 3 Business Liability

**F Water Table**

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

---

# Claims Conditions

## A Making a Claim

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

- (a) tell **Us** immediately and no later than
  - (i) 30 days of **Your** becoming aware of the event or occurrence
  - (ii) 7 days in the case of **Damage** caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious personsprovide **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
- (b) notify the police immediately of **Damage** caused by malicious persons or thieves
- (c) take all reasonable steps to recover **Property** lost or otherwise minimise the claim
- (d) not admit or repudiate liability nor make any offer compromise promise or payment without **Our** written consent
- (e) pass to **Us** immediately unanswered all communications from third parties in relation to any event which may result in a claim under this **Policy**
- (f) tell **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document
- (g) 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
- (h) provide to **Us** (if demanded) a statutory declaration of the truth of the claims and any related matter
- (i) in respect of Sub-Section C – Personal Accident (Assault) of Section 1 Property 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

- (a) 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
- (b) 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** may reasonably require
- (c) 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**
- (d) at **Our** option to either
  - (i) repair or replace the **Property** or any part of the **Property** for which **We** may be liable under this **Policy** or
  - (ii) 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 3 Business Liability Section

If the insurance provided by these Sub-Sections is also covered by any other 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 any other 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**

Not applicable to Sub-Section A Employers Liability of Section 3 Business Liability

**We** may pay the Limit of Liability 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 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

**G 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**



iprism Underwriting Agency Limited  
100 Fenchurch Street  
London EC3M 5JD  
Tel: 0845 465 1000

Registered in England No. 5604278  
Authorised and regulated by the Financial Services  
Authority FSA Register number 460209