

# Your Motor Trade Policy

## Introduction

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

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

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

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

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## Contents

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

### Contact details for claims and help

### Complaints Procedure

### Important Information

### The Contract of Insurance

### Policy Definitions

### Sections which comprise your policy

### Policy Conditions

### Policy Exceptions

Inside the front cover you will find your:

### Certificate of Employers' Liability Insurance (If applicable)

### Certificate of Motor Insurance (if applicable)

### Policy Schedule

## Contact details for claims and help

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### Services

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

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### Claims Service

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#### **08000 466 226**

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

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### Legal and Tax Helpline

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#### **0845 300 1899**

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

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### Motor Legal Protection

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#### **0844 891 1111**

If you have Road Risks cover, please call the helpline to report an incident or make a claim. Please have your policy number to hand.

#### **0845 300 5036**

Call this helpline for confidential legal advice relating to the use of an Insured Vehicle.

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### Commercial Legal Protection

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#### **0845 300 1899**

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

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

**[www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection)**.

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### Risk Solutions Helpline

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#### **0845 366 6666**

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

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### Counselling Service Helpline

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#### **0117 934 0105**

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

## Contact details for claims and help

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### Website

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

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

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

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

# Complaints Procedure

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## Our promise of service

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

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## What will happen if You complain?

We will acknowledge your complaint within two working days.

We aim to resolve complaints following assessment and investigation as quickly as possible.

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

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## What to do should You be dissatisfied

If you are dissatisfied with any aspect of the handling of your insurance, we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem.

If you remain unhappy with the decision you receive, you may write to

Chief Executive UK Insurance  
Aviva  
8 Surrey Street  
Norwich  
NR1 3NS

If you are dissatisfied with our final decision (from the Chief Executive Officer), you can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of both our Chief Executive and the FOS will be provided when we write in response to your complaint.

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

# Important Information

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## Choice of Law

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

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

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## Financial Services Compensation Scheme

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

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

Financial Services Compensation Scheme  
7th floor Lloyds Chambers  
Portsoken Street  
London  
E1 8BN

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## Use of Language

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

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## Customers with Disabilities

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

# The Contract of Insurance

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

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

## Important

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

**If You are not sure whether certain facts are relevant, please ask Your insurance adviser or local Aviva office. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.**

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



Aviva Insurance Limited

Registered in Scotland No. 2116

Registered Office: Pitheavlis, Perth, Scotland PH2 0NH

Authorised and regulated by the Financial Services Authority

# Recognising You

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## Nobody recognises you like Aviva

Aviva is committed to providing a first-class service. We want you to feel that we recognise you and understand your requirements.

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## Risk Management

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

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### Online Knowledge Store

Contains over 200 useful risk management fact sheets and templates.

Some of the advice available is particularly tailored to you including a business guide for Motor Traders covering Vehicle and Driver Management.

You can access the Knowledge Store by visiting

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

### Preferred Supplier Scheme

We have secured discounts from carefully vetted risk management providers, to help you protect your business. Some of these services are particularly relevant to your sector including discounts to security measures such as intruder alarms and CCTV to help protect your business.

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

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

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

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

**eTraining** - Our online courses are quick and easy to complete making them ideal for those with limited time and resources.

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

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



# Policy Definitions

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

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

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## Certificate of Motor Insurance

The current document that proves You have the motor insurance required by the Road Traffic Acts to use a Vehicle on a road or other public place. It specifies who can drive a Vehicle and what it can be used for.

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## Computer and Electronic Equipment

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

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## Data

All information which is

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

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

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## Data Storage Materials

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

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## Defined Contingencies

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

# Policy Definitions

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## Defined Contingencies (continued)

- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

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## Denial of Service Attack

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

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## Employee

- Any person who is
- (1) under a contract of service or apprenticeship with You
  - (2) borrowed by or hired to You
  - (3) a labour master or supplied by a labour master
  - (4) employed by labour only sub-contractors
  - (5) self-employed
  - (6) under a work experience or training scheme
  - (7) a voluntary helper
- while working under Your control in connection with the Business
- (8) an outworker or homeworker when engaged in work on Your behalf.

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## Failure

- Any partial or complete reduction in the
- (1) performance  
or
  - (2) availability  
or
  - (3) functionality  
or
  - (4) ability to recognise or process any data or time,  
of any
- (a) Computer and Electronic Equipment,
  - (b) electronic means of communication,
  - (c) website.

# Policy Definitions

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## Loss of Data

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

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## Money

Current

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

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## Motorcycle

- (1) A mechanically propelled two-wheeled motor vehicle with or without a sidecar or trailer attached.
- (2) A mechanically propelled three-wheeled motor vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 46 centimetres apart.

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## Period of Insurance

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

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## Private Car

A passenger-carrying motor vehicle with not more than nine seats including the driver's seat.

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## Road Traffic Acts

Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

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## The Business

Activities directly connected with the business specified in The Schedule.

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## The Premises

The premises specified in The Schedule.

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## The Schedule

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

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## Unattended Vehicle

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

# Policy Definitions

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## Unoccupied

Any building or portion of a building that is

- (1) not physically occupied by You or Your Employees during Your normal working hours  
and/or
- (2) not used for the purposes of The Business  
and/or
- (3) empty, vacant, disused, untenanted or unfurnished  
and/or
- (4) awaiting refurbishment, redevelopment, renovation or demolition  
for a period in excess of 45 consecutive days.

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## Vehicle

Any motor vehicle, trailer or agricultural implement, including its accessories and spare parts while on or temporarily detached from the Vehicle.

Accessories are additional or supplementary parts of the Vehicle that are not directly related to its function as a vehicle.

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## Virus or Similar Mechanism

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

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## We/Us/Our/Aviva

Aviva Insurance Limited.

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## You/Your/The Policyholder

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

# Asset Protection

## Property Damage – All Risks

### Definitions

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

### Breakdown

- (1) The breaking, distortion or burning out of any part of the Machinery and Plant which occurs while the Machinery and Plant is being used normally, arising from
    - (a) any mechanical or electrical defect in the Machinery and Plant
    - (b) any sudden and unforeseen failure of any insured boiler or pressure plant
  - (2) the complete severance of a rope
  - (3) the fracturing or distortion of any part of the Machinery and Plant by frost
- including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

### Collapse

The sudden and dangerous distortion of any part of the Machinery and Plant caused by crushing stress by force of steam or fluid pressure.

Collapse does not include distortion by pressure or ignition of flue gases.

### Computer Equipment

Computer equipment, including

- (1) fixed disks
- (2) interconnected wiring
- (3) air conditioning and cooling equipment
- (4) generating and voltage regulating equipment
- (5) satellite, telecommunication links and computerised telephone exchanges
- (6) electronic access equipment
- (7) temperature and humidity recording equipment
- (8) Data Carrying Materials

used for processing, communicating and storing electronic data.

Excluding

- (a) equipment held as stock
- (b) customers' equipment
- (c) facsimile and photocopying machines, digital cameras and similar machinery not used for the processing of electronic data
- (d) equipment which controls or monitors any manufacturing process.

### Damage

Physical loss, destruction or damage.

### Data Carrying Materials

Current and back-up

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

incorporating stored programs or data.

Data Carrying Materials does not include fixed disks and paper records.

### Excess

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

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

## Asset Protection Property Damage – All Risks

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### Definitions

*(continued)*

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#### Explosion

The sudden and violent rending of Machinery and Plant by force of internal steam or fluid pressure.

Explosion does not include

- (1) pressure of chemical action
- (2) ignition of the contents of the Machinery and Plant
- (3) the pressure or ignition of flue gases.

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#### Machinery and Plant

All parts of the Property Insured under item 7 in The Schedule excluding

- (1) All Other Contents
- (2) Vehicles other than purpose built lifting and handling machinery
- (3) portable hand tools
- (4) personal effects.

Any item described in The Schedule as a boiler includes the firing apparatus, motors, pumps, fans and dedicated controls.

For the purposes of Cover Part B of this Section, Machinery and Plant does not include

- (a) Computer Equipment
- (b) non-metallic or refractory linings
- (c)
  - (i) cutting edges or extrusion heads
  - (ii) moulds, patterns or dies
  - (iii) heating elements
  - (iv) cables, ropes, belts or chainsunless these require replacement as a result of Damage for which We have admitted liability
- (d) supporting or enclosing structures, foundations, masonry or brickwork
- (e) digital cameras, projectors and similar equipment, whether used for the processing of electronic data or not
- (f) any power unit, used only for road or site mobility, where Damage is caused solely by Breakdown
- (g)
  - (i) office equipment
  - (ii) spare parts

unless specified in The Schedule.

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#### Portable Equipment

Computer Equipment designed to be carried by hand used away from The Premises. This includes, but is not limited to, Laptops, Palmtops and Handheld Computers.

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#### Property Insured

Property insured as specified in The Schedule.

# Asset Protection Property Damage – All Risks

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## Cover Part A

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

### Basis of Claim Settlement – Indemnity

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

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

The Sum Insured under each item in The Schedule, other than items 4 and 5, and items applying solely to professional fees, rent and removal of debris is separately subject to Average. See Condition (1).

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

- (a) the Sum Insured on each item  
or
- (b) the Total Sum Insured  
or
- (c) any other maximum amount payable or limit of liability specified in this Section or The Schedule.

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## Cover Part B

We will indemnify You in respect of Damage to Machinery and Plant occurring during the Period of Insurance at The Premises by

- (1) Breakdown
- (2) Collapse
- (3) Explosion

which requires repair or replacement before normal working of the Machinery and Plant can resume.

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

- (a) the sum specified under item 7 in The Schedule  
or
- (b) £250,000

whichever is the lower.

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## Clauses

*The following clauses apply to this Section.*

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### All Other Contents

This term includes

- (1) documents, manuscripts and business books
- (2) patterns, models, moulds, plans and designs
- (3) Data Carrying Materials

which require to be replaced and are capable of being replaced but only for

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

## Asset Protection Property Damage – All Risks

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### Clauses

(continued)

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The maximum We will pay in respect of

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

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

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

- (4) pedal cycles and other personal items (excluding Vehicles) belonging to You or Your directors, partners, Employees, customers or visitors but only if not otherwise insured

The maximum We will pay in respect of any one person's property is the amount specified in The Schedule.

- (5) rare books, antiques, paintings or other works of art

The maximum We will pay is £2,500 in respect of any one item and £10,000 in total for any one claim.

- (6) wines, spirits, cigarettes, and tobacco held for Your own private and business entertainment purposes.

The maximum We will pay in respect of any one claim is £1,000.

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### Automatic Reinstatement

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

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

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### Basis of Claim Settlement – Reinstatement

In the event of Damage to items 1, 6 and 7 in The Schedule, the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property lost, destroyed or damaged, subject to the following conditions

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

Where the parts necessary to repair Machinery and Plant are not available at the manufacturer's listed prices, We will pay for the cost of an equivalent repair to similar property for which parts are available at manufacturer's listed prices.

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

- (2) Where Computer and Electronic Office Equipment is insured by this Section and such property is
  - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity



## Asset Protection Property Damage – All Risks

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### Clauses

*(continued)*

- (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer and Electronic Office Equipment, to its condition when new.

However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.

- (3) (1) and (2) above includes the costs necessary to comply with any

- (a) European Union legislation
- (b) Act of Parliament
- (c) Bylaws of any public authority.

We will not indemnify You in respect of

- (A) costs incurred

- (i) for Damage not insured by this Section
- (ii) where notice was served on You before the Damage occurred
- (iii) where an existing requirement must be completed within a stipulated period
- (iv) for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage

- (B) any charge or assessment arising from capital appreciation following compliance with any legislation or Bylaw.

- (4) The work of reinstatement

- (a) may be carried out on another site and in a manner suitable to Your needs

However,

- (i) Our liability must not be increased
- (ii) this will not apply when The Premises are Unoccupied unless We have agreed otherwise in writing.

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

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

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

- (6) We will not indemnify You if You

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

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

## Asset Protection Property Damage – All Risks

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### Clauses

*(continued)*

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

- (a) Computer and Electronic Equipment
- (b) Portable Equipment
- (c) all other electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Excluding

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

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#### Basis of Claim Settlement – Rent

If rent is insured under this Section, We will indemnify You in respect of loss of rent resulting from the Building or any part of the Building

- (1) generating the rent received
- or

- (2) for which rent is payable

being made unfit for the purpose of The Business as a result of Damage insured by this Section.

The maximum We will pay in respect of loss of rent is the proportion of the Rent Sum Insured that would have been payable during the period from the date of the Damage until the Building is repaired or reinstated.

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#### Capital Additions

We will indemnify You in respect of Damage to

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

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

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

- (1) 10% of the total Buildings and Machinery and Plant Sum Insured under this Section

or

- (2) £500,000

whichever is the lower.

You must

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

# Asset Protection Property Damage – All Risks

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## Clauses

*(continued)*

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We will not indemnify You unless

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

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

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### Change in Temperature

The insurance on items 1, 2 and 7 in The Schedule extends to include Damage caused by change in temperature, resulting from total or partial destruction or disablement of refrigerating, electrical or conditioning plant or apparatus.

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### Contract Sale Price

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

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

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### Damage to Vehicles Being Worked Upon

We will indemnify You in respect of Damage to any Vehicle insured under items 3 and 4 in The Schedule (including costs and expenses incurred with Our written consent) while undergoing any

- (1) repair
- (2) servicing
- (3) cleaning
- (4) maintenance
- (5) inspection
- (6) testing
- (7) alteration
- (8) treatment

at The Premises.

We will not indemnify You in respect of the cost of rectifying or redoing the original repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment that gave rise to the Damage.

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### Debris Removal

Unless a separate item for costs of removal of debris is insured under this Section, the Sum Insured for each item (other than rent if insured) specified in The Schedule, includes costs and expenses You incur with Our consent for

- (1) removal of debris
- (2) dismantling
- (3) demolishing
- (4) shoring up or propping of those parts

of the Property Insured which have suffered Damage.

## Asset Protection Property Damage – All Risks

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### Clauses

(continued)

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

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

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

---

#### Description of Property

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

---

#### Discount to Effect Sale

If an insured new Vehicle held for sale by You suffers Damage to the extent that requires notification to a prospective purchaser, We will pay any reasonable discount from its sale price to effect a sale.

The maximum We will pay in respect of any one claim is £5,000.

We will not indemnify You in respect of

- (1) 10%

or

- (2) the first £500

of the amount of such discount, whichever is the higher.

---

#### Drains

The Sum Insured under each of items 1 and 7 in The Schedule includes costs and expenses You incur with Our consent for cleaning and/or clearing of

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

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

---

#### Employees' Tools

We will provide indemnity in respect of Damage to portable hand tools belonging to Your Employees, for which You accept responsibility and which are insured under item 6 in The Schedule, while removed from The Premises to anywhere in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man, including while in transit.

The maximum We will pay in respect of any one Employee is £5,000.

---

#### Exhibitions

We will indemnify You in respect of Damage to items 2 and 7 in The Schedule while

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

in the European Economic Area.

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

## Asset Protection Property Damage – All Risks

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### Clauses

*(continued)*

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We will not indemnify You in respect of Damage

- (1) caused by or happening through
  - (a) defective or inadequate packing, insulation or labelling
  - (b) evaporation or ordinary leakage
  - (c) delay
  - (d) inadequate documentation
  - (e) shortage in weight
- (2) to Computer Equipment
- (3) to property which is more specifically insured
- (4) caused by theft or attempted theft from an Unattended Vehicle unless the Vehicle is securely locked, its keys, keycard or remote control transmitter removed, all windows are securely closed, and all security devices are set to operate.

---

#### Falling Trees

We will indemnify You in respect of the cost of

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

The maximum We will pay in respect of (1) and/or (2) above is £2,500.

---

#### Fire and Rescue Services Damage

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

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

---

#### Fire and Security Equipment

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

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

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

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

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

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

## Asset Protection Property Damage – All Risks

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### Clauses

*(continued)*

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#### Glass

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

- (1) breakage (including the cost of boarding up) of glass at The Premises including the cost of
  - (a) removing and reinstating obstructions to replacing glass
  - (b) replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass
- (2) breakage of fixed
  - (a) wash hand basins, pedestals, baths, sinks
  - (b) lavatory bowls, bidets, cisterns
  - (c) shower trays, splashbacksat The Premises.

We will not indemnify You in respect of breakage of glass

- (i) when The Premises are Unoccupied
- (ii) in transit or while being fitted
- (iii) by workmen carrying out alterations or repairs to The Premises.

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

---

#### Hire Agreement

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

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

---

#### Incompatibility of Software or Programs

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

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

The maximum We will pay in respect of any or all claims arising out of one cause is

- (a) £25,000  
or
- (b) the Sum Insured specified in The Schedule  
whichever is the higher.

---

#### Loss of Use of Customers' Vehicles

We will indemnify You in respect of Your legal liability for loss of use of a customer's Vehicle insured under item 4 in The Schedule following Damage to such Vehicle.

You must repair or replace the customer's Vehicle as soon as possible.

The maximum We will pay in respect of any one occurrence is £100,000.

# Asset Protection Property Damage – All Risks

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## Clauses

(continued)

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### Machinery Re-erection Costs

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

---

### Metered Services

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

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

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

---

### Munitions of War

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

---

### New Vehicle Replacement

Where a Vehicle is

- (1) owned and registered by You as new (or purchased by You under a hire purchase agreement or leased or hired by You under any type of leasing or contract hire agreement)
- (2) a Private Car or Motor Cycle owned and registered by Your customer as new (or purchased by Your customer under a hire purchase agreement or leased or hired by Your customer under any type of leasing or contract hire agreement)

We will, in the event of Damage to items 3 and 4 in The Schedule, replace such Vehicle with a new Vehicle of the same make and specification, subject to availability, if within 12 months of first registration it

- (a) sustains Damage in any single incident covered by this Section to an extent greater than 50% of its United Kingdom list price (including vehicle taxes) at the time of its purchase  
or
- (b) is stolen and not recovered.

Replacement is subject to the agreement of any interested hire purchase, leasing or contract hire company if applicable.

New Vehicle replacement does not apply to trailers and agricultural implements.

---

### Non-invalidity

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

However, You must

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

## Asset Protection Property Damage – All Risks

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### Clauses

*(continued)*

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#### Professional Fees

The Sum Insured for each of items 1 and 7 in The Schedule includes an amount for professional fees, necessarily and reasonably incurred with Our consent, in reinstating or repairing the Property Insured, following Damage insured by this Section.

We will not indemnify You in respect of fees

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

---

#### Property Otherwise Specified or Insured

Each item specified in The Schedule excludes property which is more specifically described in any other item and each item, other than items 4 and 5, excludes property which is more specifically insured.

---

#### Replacement Locks and Keys – Other than Vehicles

We will indemnify You in respect of the cost of replacing locks or lock mechanisms and keys necessary to maintain the security of

- (1) The Premises
- (2) any safe or strongroom

against access following theft of keys from

- (a) The Premises
- (b) Your home
- (c) the home of any director, partner or Employee of Yours

by violence or threat of violence to You or any director, partner or Employee of Yours.

The maximum We will pay in respect of any one claim is £5,000.

---

#### Replacement Locks and Keys – Vehicles

We will indemnify You in respect of the cost of replacing the

- (1) affected locks
- (2) keys or key card, remote control transmitter and central locking interface
- (3) affected parts of the engine control unit, alarm and/or immobiliser

in the event of theft of the keys, key card or remote control transmitter of a Vehicle insured under items 3 and 4 in The Schedule or such keys, key cards or transmitters being lost.

The maximum We will pay in respect of all losses occurring during any one Period of Insurance is £50,000.

We will not indemnify You unless there is reasonable belief that

- (a) such keys, key cards or transmitters are in the possession of a person other than You  
and
- (b) such person will know the identity or the garaging address of the Vehicle.

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#### Seasonal Increase

The Sum Insured for item 3 in The Schedule is increased by 30% during the months of February, March, August and September.



# Asset Protection Property Damage – All Risks

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## Clauses

*(continued)*

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## Services

Where item 1 is insured under this Section or You are liable as a tenant, We will indemnify You in respect of Damage to service pipes and cables, including their associated meters and instruments, which connect The Premises to the public mains.

---

## Stock in Transit

We will indemnify You in respect of Damage to item 2 in The Schedule while in transit, including loading and unloading anywhere in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man. The maximum We will pay in respect of any one claim is the limit specified in The Schedule.

We will also pay for

- (1) Damage to packing materials, protective sheeting, ropes, chains and toggles belonging to You, up to a maximum of £2,500 in respect of any one claim
- (2) the additional costs necessarily incurred by You in
  - (a) transferring any property to another Vehicle following Damage to the original conveying Vehicle
  - (b) reloading any property which has fallen from the conveying Vehicle
  - (c) removing debris following Damage to the property in transitup to a maximum of £2,500 in respect of any one claim
- (3) Damage to personal effects belonging to You or any Employee of Yours while being carried in the conveying Vehicle, up to a maximum of £500 in respect of any one person
- (4) Damage to customers' goods in Your custody or control, up to a maximum of £500 in respect of any one claim.

We will not indemnify You in respect of Damage caused by

- (i) defective or inadequate packing, insulation or labelling
- (ii) breakdown of refrigeration equipment, or insufficient insulation, unless directly caused by or attributable to fire, lightning, collision or overturning of the conveying Vehicle.

---

## Subrogation Rights Waiver

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

- (1) whose relationship to You is either a parent or subsidiary
- (2) which is a subsidiary of a parent company of which You are a subsidiary as defined within the relevant legislation current at the time of Damage.

---

## Temporary Removal

We will indemnify You in respect of Damage to items 1, 6 and 7 in The Schedule excluding

- (1) Computer Equipment
- and

- (2) portable hand tools belonging to Your Employees

while temporarily removed from The Premises for the purposes of The Business to anywhere in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man, including while in transit.

## Asset Protection Property Damage – All Risks

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### Clauses

(continued)

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

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

whichever is the lower.

We will not indemnify You in respect of property

- (i) while at any exhibition
- (ii) which is removed from The Premises for more than 90 consecutive days, unless We agree a longer period in writing
- (iii) which is more specifically insured.

---

#### Temporary Removal – Computer Equipment

We will indemnify You in respect of Damage to

- (1) Computer Equipment insured under this Section while temporarily removed from The Premises for the purposes of maintenance or repair to anywhere in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man, including while in transit
- (2) Data Carrying Materials insured under this Section while anywhere in the world
- (3) Portable Equipment insured under this Section while anywhere in the world.

We will not indemnify You in respect of Damage to Portable Equipment caused by theft or attempted theft

- (a) from an Unattended Vehicle unless
  - (i) the Vehicle is securely locked, its keys, key card or remote control transmitter removed, all windows are securely closed, and all security devices to protect the Vehicle are set to operate
  - (ii) the Vehicle is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm and 6.00am, unless it is aboard a ship or ferry
  - (iii) the Portable Equipment is
    - concealed from view
    - stored in the boot or under the parcel shelf where such facilities are available
- (b) while in transit by ship or ferry unless it is kept in a securely locked cabin or Vehicle aboard such vessel when not in use
- (c) while in transit by air unless it is carried as hand luggage.

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

- (1) 10% of the Sum Insured specified under item 7 in The Schedule  
or
- (2) (a) £2,500 in respect of theft or attempted theft of Portable Equipment from an unattended Vehicle
- (b) £10,000 in respect of any other theft or attempted theft of Portable Equipment
- (c) £50,000 in respect of any other Damage

whichever is the lower.

# Asset Protection Property Damage – All Risks

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## Clauses

*(continued)*

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### Temporary Repair and Expediting Costs

We will, at Our option, indemnify You in respect of the additional costs necessarily and reasonably incurred in making temporary repairs or accelerating repairs in the event of Damage to items 1 and 7 in The Schedule.

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

---

### Theft Damage to Buildings

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

We will not indemnify You in respect of Damage

- (1) caused by any person lawfully on The Premises
- (2) while The Premises are Unoccupied
- (3) more specifically insured by You or on Your behalf.

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

---

### Trace and Access

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

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

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

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

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

---

### Transfer of Interest

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

- (1) the contract has not yet been completed  
and

- (2) the building has not yet been insured by or on behalf of the purchaser

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

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

---

### Workmen

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

## Asset Protection Property Damage – All Risks

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### Exceptions to Cover Parts A and B

*The following exceptions apply to this Section in addition to the Exceptions to Cover Part A, the Exceptions to Cover Part B, and the Policy Exceptions at the back of this policy.*

---

We will not indemnify You in respect of

- (1) Damage to the Property Insured caused by or consisting of gradual deterioration or wear and tear  
However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.
- (2) Damage to the Property Insured caused by pollution or contamination other than to items 3, 4 and 5 in The Schedule  
However, We will indemnify You in respect of Damage not otherwise excluded caused by
  - (a) pollution or contamination which results from Defined Contingencies (1) to (12).
  - (b) Defined Contingencies (1) to (12) which results from pollution or contamination.
- (3) Damage to the Property Insured caused by
  - (a) subsidence, ground heave or landslip unless
    - (i) resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
    - or
    - (ii) specifically mentioned as insured in The Schedule
  - (b) normal settlement of new structures
  - (c) theft where possession is obtained by fraud, trick or false pretence
  - (d)
    - (i) disappearance
    - (ii) unexplained or inventory shortage
    - (iii) misfiling, misplacing of information or clerical error
- (4) Damage to any building or structure caused by its own cracking or collapse  
However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (5) Damage to
  - (a) gates
  - (b) fences
  - (c) moveable property which is not designed to be kept in the open while it is in the opencaused by
  - (i) wind
  - (ii) rain, hail, sleet or snow
  - (iii) flood
  - (iv) dust
- (6) Damage to the Property Insured caused by
  - (a) escape of water from any tank, apparatus or pipe
  - (b) malicious persons (other than by fire or explosion)
  - (c) theft or attempted theftwhen The Premises are Unoccupied
- (7) Damage to tyres caused by braking or by punctures, cuts or bursts
- (8) loss of value of Vehicles following repair other than under the Discount to Effect Sale clause

## Asset Protection Property Damage – All Risks

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### Exceptions to Cover Parts A and B *(continued)*

- 
- (9) Damage to
- (a) railway locomotives or rolling stock
  - (b) watercraft or aircraft
  - (c) property in the course of construction including materials for use in the construction
  - (d) land, roads or pavements, piers, jetties, bridges, culverts or excavations
  - (e) livestock
  - (f) growing crops or trees
- However, We will provide indemnity if such property is specified as insured in The Schedule and not otherwise excluded.
- (10) Damage
- (a) insured by any marine policy
  - (b) which would be insured under any marine policy if this policy did not exist
- However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed.
- (11) Damage more specifically insured by You or on Your behalf
- (12) any consequential loss or loss of use other than under the Loss of Use of Customers' Vehicles clause
- However, We will indemnify You in respect of rent when this item is specified as insured in The Schedule.
- (13) Damage caused by Your wilful act or wilful neglect
- (14) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or its fixtures and fittings, unless specified as insured in The Schedule
- However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (15) any Damage whatsoever to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event contributing concurrently or in any other sequence to the loss
- (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (15) (a) and/or (15) (b) above.
- Terrorism means
- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands)  
acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence Her Majesty's government in the United Kingdom or any other government de jure or de facto

## Asset Protection Property Damage – All Risks

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### Exceptions to Cover Parts A and B (*continued*)

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

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

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

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

- (17) the Excess.

---

### Exceptions to Cover Part A

*The following exceptions apply to Part A of this Section in addition to the Exceptions to Cover Parts A and B, and the Policy Exceptions at the back of this policy.*

---

We will not indemnify You in respect of

- (1) Damage to the Property Insured caused by or consisting of
  - (a) an existing or hidden defect
  - (b) frost (other than frost Damage to items 3, 4 and 5 in The Schedule) or change in the water table level
  - (c) faulty or defective
    - (i) workmanship
    - (ii) design
    - (iii) materials used in its construction other than described in the Damage to Vehicles Being Worked Upon clause
  - (d) operating error or omission by You or any Employee of Yours
  - (e) (i) Collapse
  - (ii) Explosion

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

## Asset Protection Property Damage – All Risks

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### Exceptions to Cover Part A (continued)

- 
- (2) Damage to the Property Insured caused by or consisting of
- (a) (i) corrosion, rust or rot
  - (ii) shrinkage, evaporation or loss of weight
  - (iii) dampness or dryness
  - (iv) scratching
  - (v) vermin or insects
  - (vi) mould or fungus
  - (b) change in
    - (i) temperature
    - (ii) colour
    - (iii) flavour
    - (iv) texture
    - (v) finish
  - (c) (i) nipple or joint leakage
  - (ii) failure of welds
  - (d) the Property Insured's own mechanical or electrical breakdown or derangement

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which results from Defined Contingencies (1) to(12) or any other accidental cause
- (ii) any subsequent Damage which results from a cause not otherwise excluded.

- (3) Damage
- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
  - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting or over running
- (4) Damage to the Property Insured resulting from its undergoing any process of
- (a) production or packaging
  - (b) treatment, testing or commissioning
  - (c) servicing or repair
- other than described under the Damage to Vehicles Being Worked Upon clause.

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.

## Asset Protection Property Damage – All Risks

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### Exceptions to Cover Part B

*The following exceptions apply to Part B of this Section in addition to the Exceptions to Cover Parts A and B, and the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of

- (1) the cost of remedying or repairing
  - (a) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures
  - (b) loose parts, defective joints or seams unless caused directly by overheating brought about by shortage of water in Machinery and Plant which is subject to steam or fluid pressureHowever, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.
- (2) Damage directly or indirectly caused by or contributed to or arising from
  - (a) any test, experiment or routine inspection
  - (b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent
- (3) the cost of any maintenance work
- (4) Damage to experimental or prototype Machinery and Plant.

---

### Conditions

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

---

#### (1) Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage the Sum Insured is less than the total value of the Property Insured, You will

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

---

#### (2) Fire Extinguishing Appliances

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

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

---

#### (3) Maintenance

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

You must maintain all Machinery and Plant in accordance with the manufacturer's recommendations.

---

#### (4) Our Rights

If Damage occurs which may lead to a claim We may

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

without incurring liability or reducing Our rights.

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

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

You are not entitled to abandon property to Us.



## Asset Protection Property Damage – All Risks

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### Conditions

*(continued)*

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#### (5) Change of Occupancy

You must tell Us immediately if

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

---

#### (6) Protections

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

While The Premises are left unattended all security devices provided to protect The Premises must be properly fitted and put into full operation.

---

#### (7) Waste Removal

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

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

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#### (8) Interested Parties – Specified

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

## Asset Protection Property Damage – All Risks

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### Additional Clauses

*The following additional clauses apply to this Section if stated in The Schedule.*

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### Declaration (75% Provisional Premium)

Where any item in The Schedule is subject to this clause the following will apply

- (1) The first and annual premiums are provisional. They represent 75% of the premium required at the start of the Period of Insurance, with the balance, 25%, being due within six months of the expiry of the Period of Insurance.
- (2) You must declare to Us the value of the Property Insured on the last day of each month.
- (3)
  - (a) If You do not provide Us with written confirmation of the values within 30 days of the due date  
or
  - (b) You declare a value greater than the Sum InsuredWe will take the Sum Insured specified in The Schedule to be the value declared.
- (4) At the end of each Period of Insurance We will calculate the actual premium by applying the premium rate to the average amount declared.  
If the actual premium is
  - (a) more than the provisional premium paid  
You will pay the difference.
  - (b) less than the provisional premium paid  
We will repay a pro rata return premium not exceeding 33.33% of the provisional premium paid.

---

### Day One Basis of Settlement

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

- (1) The first and annual premiums are based upon the Declared Value specified in The Schedule.  
Declared Value will mean  
Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Settlement - Reinstatement Clause at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for
  - (a) the additional cost of reinstatement to comply with
    - (i) European Union legislation
    - (ii) Act of Parliament
    - (iii) Bylaws of any public authority.
  - (b) professional fees.
  - (c) debris removal costs.The Declared Value incorporated in each Item is specified in The Schedule.
- (2) You must notify Us of the Declared Value at the start of each Period of Insurance.  
If You fail to notify Us of the Declared Value at the start of any Period of Insurance, We will use the last Declared Value notified to Us for the following Period of Insurance.

## Asset Protection Property Damage – All Risks

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### Additional Clauses (continued)

- 
- (3) Paragraphs (4) and (5) of the Basis of Settlement - Reinstatement clause are restated as follows
- (4) if, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph (1) of this clause, at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this clause.
- (5) We will not indemnify You
- (a) until You have incurred the cost of replacing or repairing the property
- (b) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement
- (c) if You do not comply with any of the provisions of this clause.
- However, In the event of any of paragraphs (5) (a) to (c) applying, the Sums Insured will be limited to the Declared Value increased by the Adjustment percentage specified in The Schedule against the applicable item.
- (4) The maximum We will pay in respect of each separate location subject to this clause is specified in The Schedule.
- 

### Frozen Food

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

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

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

The Sum Insured specified in The Schedule is subject to Average. See Condition (1).

We will not indemnify You in respect of

- (1) Damage caused by
- (a) wear and tear, deterioration or gradually developing flaws or defects in the unit
- (b) failure to correctly set any temperature controls
- (2) an Excess of £100.

## Asset Protection Property Damage – All Risks

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### Additional Clauses (continued)

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#### Subsidence

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

We will only indemnify You in respect of Damage to

(1) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios

(2) walls, gates, hedges or fences

if

(a) such property is specifically insured by this Section  
and

(b) Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

(1) Damage caused by

(a) collapse, cracking, shrinking or settlement of any building

(b) the normal settlement, shrinking and cracking of any building

(c) coastal or river erosion

(d) defective design or inadequate construction of foundations

(e) any demolition, construction, erection, ground or excavation works, carried out at the site of The Premises or the site of any adjoining premises, unless We have agreed otherwise in writing

(f) settlement or movement of made up ground

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

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

(3) the Excess.

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### Additional Conditions

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

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#### Intruder Alarm Condition

If in relation to any claim for Damage to the Property Insured caused by Defined Contingencies (1), (3), (6), (12) and (14) You have failed to fulfil any of Intruder Alarm Conditions (1) to (8) stated below, You will lose Your right to indemnity or payment for that claim.

#### Intruder Alarm Conditions

(1) While The Premises are unattended they must be protected by an Intruder Alarm System

(a) maintained in full and efficient working order under an ongoing maintenance contract provided by an Alarm Company

(b) registered with an Alarm Receiving Centre

(c) eligible for police response, via the issue and retention of a valid police unique reference number (URN)

(d) which is set in its entirety with all means of communication used to transmit signals in full operation.

(2) If requested, You must supply Us with a copy of the Intruder Alarm System specification.

## Asset Protection Property Damage – All Risks

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### Additional Conditions (continued)

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

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### Additional Conditions (continued)

- 
- (7) You and each Key Holder must maintain
- (a) the secrecy of all the codes and
  - (b) the security of all keys and other setting devices for the operation of the Intruder Alarm System. All such keys and setting devices must be removed from The Premises when they are left unattended.
- (8) You must appoint at least two Key Holders and lodge written details (which must be kept up to date) with the Alarm Company, the Alarm Receiving Centre and, if they so require, the police or local authority.

For the purposes of this Additional Condition the following definitions apply.

#### **Intruder Alarm System**

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

#### **Alarm Company**

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

#### **Alarm Receiving Centre**

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

#### **Activations**

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

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

#### **Key Holder**

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

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

#### **Protected Premises**

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

#### **Responsible Person**

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

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### Additional Conditions (continued)

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### Minimum Security

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

You must ensure that

- (1) all hinged single leaf doors used as final exit doors are secured as follows
  - (a) timber framed doors – by a lock certified as meeting BS3621 and which, if it is a mortice lock, has a boxed striking plate
  - (b) aluminium framed doors – by a five pin cylinder mortice swing lock
  - (c) plastic framed doors – by a multi-point lock assembly certified as meeting PAS3621 or a multi-point fastening device comprising at least three moving fastening points operated by a central handle secured by a five pin cylinder lock
  - (d) steel doors – by the means shown in (1) (a) or (c) above or by a five pin cylinder mortice lock.
- (2) all hinged double leaf used as final exit doors are secured as follows
  - (a) first closing leaf (timber framed doors) – by having, at the top and bottom of the leaf, rebate bolts or internal key operated mortice rack bolts or key operated lockable bolts
  - (b) first closing leaf (aluminium framed doors) – by having, at the top and bottom of the leaf, rebate bolts or internal key operated lockable bolts
  - (c) first closing leaf (plastic framed doors) – by having a multi-point lock assembly certified as meeting PAS 3621 or a multi-point fastening device comprising at least two moving bolts operated by a central handle secured by a five pin cylinder lock, or at the top and bottom of the leaf, rebate bolts or internal key operated lockable bolts
  - (d) first closing leaf (steel doors) – by the means shown in (2) (c) above
  - (e) final closing leaf – by the means shown in (1) (a), (b), (c) or (d) above.
- (3) all hinged external cellar trap doors are secured as follows
  - (a) single leaf doors – by an internal, centrally positioned, steel padlock bar secured by a padlock having a hardened steel shackle or, at the top and bottom of the door, internal key operated lockable bolts
  - (b) double leaf doors – by having each leaf fastened to the other by an internal, centrally positioned, steel padlock bar secured by a padlock having a hardened steel shackle.
- (4) all other hinged external doors and any internal doors which lead into areas of The Premises not occupied by You, or into any common areas including stairwells or walkways, or into any adjoining premises, are secured as follows
  - (a) single leaf doors – by the means shown in (1) (a), (b), (c) or (d) above or by having, at the top and bottom of the door, internal key operated lockable bolts or key operated mortice rack bolts
  - (b) double leaf doors – by the first closing leaf being secured by the means shown in (2) (a), (b), (c) or (d) above and the final closing leaf being secured as in (2) (e) above or having, at the top and bottom of the leaf, internal key operated lockable bolts or key lockable bolts or key operated mortice rack bolts.

Alternatively, the doors are to be secured by having bolts at the top and bottom of each leaf, and with each leaf fastened to the other by an internal, centrally positioned, steel padlock bar secured by a closed shackle padlock having a hardened steel shackle.

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### Additional Conditions (continued)

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



## Asset Protection Property Damage – All Risks

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### **Additional Conditions** *(continued)*

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Any door or window that is designated, and appropriately signed, as being for use solely as an emergency fire exit by the person(s) legally responsible under fire safety legislation for fire safety at The Premises, is excluded from requirements (1) – (6) above. However, any such door or window must be secured by an integral or internal fastening device designed and manufactured for the securing of such emergency fire exits.

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#### **Requirements**

If in relation to any claim for Damage caused by the Defined Contingencies specified You have failed to implement the requirements detailed in the Schedule of Additional Protections within the timescales specified, You will lose Your right to indemnity or payment for that claim.

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#### **Visible Evidence**

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

# Asset Protection Computer

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## Definitions

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

<b>Accident</b>	<ol style="list-style-type: none"><li>(1) Damage which is insured under this Section.</li><li>(2) Damage which is recoverable under guarantee, maintenance, rental, hire or lease agreement on the Equipment.</li><li>(3) Damage to Equipment which is not subject to a Maintenance Agreement arising from its own breakdown or derangement.</li><li>(4) Prevention of Access.</li><li>(5) The accidental failure or fluctuation of Your supply of electricity at the terminal ends of Your supplier's feed to The Premises from any cause which is not specifically excluded.</li><li>(6) The accidental failure of the internal distribution wiring within The Premises for supply of electricity from the terminal ends of Your supplier's feed to the Equipment from any cause which is not specifically excluded.</li><li>(7) The accidental failure of any telecommunication links to the Equipment at The Premises from any cause which is not specifically excluded.</li><li>(8) Damage to data contained in Data Carrying Materials and fixed disks resulting from an identifiable cause which is discovered during the Period of Insurance.</li></ol>
<b>Damage</b>	Loss, destruction or damage.
<b>Data Carrying Materials</b>	<p>Current and back-up</p> <ol style="list-style-type: none"><li>(1) disks</li><li>(2) tapes</li><li>(3) other materials</li></ol> <p>incorporating stored programs or data.</p> <p>We will not indemnify You in respect of fixed disks and paper records.</p>
<b>Equipment</b>	<p>The following items specified as insured in The Schedule which belong to You or for which You are responsible including software or programs contained in or for use with the Equipment.</p> <p>We will not indemnify You for property which is more specifically insured.</p>
<b>Excess</b>	<p>The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises.</p> <p>The amount(s) to be deducted after the application of any Average condition.</p> <p>You will repay any such amount paid by Us.</p>

# Asset Protection Computer

## Definitions (continued)

<b>Computer Equipment</b>	<p>Equipment, including</p> <ul style="list-style-type: none"><li>(a) fixed disks</li><li>(b) interconnected wiring</li><li>(c) air conditioning and cooling equipment</li><li>(d) generating and voltage regulating equipment</li><li>(e) satellite, telecommunication links and computerised telephone exchanges</li><li>(f) electronic access equipment</li><li>(g) temperature and humidity recording equipment</li><li>(h) Data Carrying Materials</li></ul> <p>used for processing, communicating and storing electronic data.</p> <p>We will not indemnify You in respect of</p> <ul style="list-style-type: none"><li>(1) Equipment held as stock.</li><li>(2) customer's equipment.</li><li>(3) facsimile and photocopying machines, digital cameras and similar machinery not used for the processing of electronic data.</li><li>(4) Equipment which controls or monitors any manufacturing process.</li></ul>
<b>Portable Equipment</b>	<p>Computer Equipment designed to be carried by hand used away from The Premises. This includes, but is not limited to, Laptops, Palmtops and Handheld Computers.</p>
<b>Europe</b>	<p>The member countries of the European Union, Iceland, Liechtenstein and Norway.</p>
<b>Indemnity Period</b>	<p>The period during which The Business results are affected due to an Accident, beginning with the occurrence of the Accident and ending not later than the Maximum Indemnity Period.</p>
<b>Maintenance Agreement</b>	<p>A contract providing on-call remedial or corrective maintenance which includes the cost of parts and labour.</p>
<b>Maximum Indemnity Period</b>	<p>The number of months stated in The Schedule.</p>
<b>Prevention of Access</b>	<ul style="list-style-type: none"><li>(1) Damage to property which is within one mile of the boundary of The Premises</li><li>or</li><li>(2) the exercise by any public or police authority of its powers for the sole purpose of safeguarding life or property due to an emergency event within one mile of the boundary of The Premises</li></ul> <p>which prevents You gaining access to the property or using the Equipment.</p>

# Asset Protection Computer

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## Damage to Equipment Cover

We will indemnify You in respect of Damage to the Equipment occurring during the Period of Insurance at The Premises.

The maximum We will pay

- (1) in respect of any one claim arising from Damage to Equipment which is not subject to a Maintenance Agreement arising from its own breakdown or derangement will not exceed £10,000.
- (2) in any one Period of Insurance will not exceed the Sum Insured stated on the item and any additional sums stated by a clause.

---

## Clauses

*The following clauses apply to Damage to Equipment.*

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### Accidental Discharge of Gas Systems

We will indemnify You in respect of the costs incurred in refilling the cylinders of any gas flooding systems installed solely for the protection of the Equipment provided that the discharge is accidental.

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

---

### Additional Equipment

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

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

- (1) 25% of the Total Sum Insured specified in The Schedule under Damage to Equipment,

or

- (2) £250,000

whichever is the lower.

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

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### Additional Interests

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

---

### Anti-Theft Devices

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

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

---

## Clauses *(continued)*

### Basis of Settlement and Average

In the event of Damage to the Equipment, the basis upon which We will calculate the amount We will pay for any claim will be as follows.

Where the Equipment

- (a) cannot be repaired economically We will pay for its replacement with Equipment of similar capacity and specification to that of the damaged Equipment when new but not of better or higher specification. If Equipment of a similar capacity is unavailable then We will pay for Equipment with the next highest capacity.
- (b) is repaired it will be to a condition as good as, but not better or more extensive than, its condition when new.

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

- (c) (a) and (b) above include the additional cost of reinstating the Equipment necessary to comply with any

- (i) European Community legislation
- (ii) Act of Parliament
- (iii) Bye laws of any public authority.

We will not indemnify You in respect of

- (a) costs incurred
  - (i) where notice was served on You before the Damage occurred
  - (ii) where an existing requirement must be completed within a stipulated period
  - (iii) for Equipment which has not suffered Damage.
- (b) charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

The work of reinstatement

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

However, the maximum We will pay will not exceed the item Sum Insured specified in The Schedule under Damage to Equipment.

We will not make any payment under this clause

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

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

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## Clauses *(continued)*

### Debris Removal

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

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

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### Incompatibility of Software or Programs

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

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

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

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

whichever is the lower.

---

### Loss Avoidance Measures

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

- (1) the impending Damage does not arise from any reasonably foreseeable or gradually developing cause and We are satisfied that Damage has been avoided or reduced as a result of the measures taken.
- (2) the policy terms exceptions and conditions will apply as if Damage had occurred.

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

---

### Non-invalidity

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

However, You must

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

---

### Repair Investigation Costs

We will indemnify You in respect of any repair investigation costs including consulting engineer fees, necessarily and reasonably incurred with Our consent in the repair or replacement of Equipment which has suffered Damage.

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

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

---

### Software or Programs

We will indemnify You in respect of the cost of reinstating software or programs arising from erasure, distortion or corruption occurring during the Period of Insurance and resulting from an identifiable event which is covered under this Section and not otherwise excluded.

---

## Clauses *(continued)*

### Temporary Removal or Transit

We will indemnify You in respect of Damage to

- (1) Equipment insured under this Section whilst temporarily removed from The Premises anywhere in Europe including whilst in transit.

The maximum We will pay for any one claim is

- (1) the Total Sum Insured specified in The Schedule under Damage to Equipment

or

- (2) (a) £5,000 in respect of theft or attempted theft from an Unattended Vehicle

- (b) £50,000 in respect of any other damage

whichever is the lower.

- (2) Data Carrying Materials insured under this Section anywhere in the world.

- (3) Portable Equipment specified in The Schedule whilst anywhere in the world.

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

- (1) the Sum Insured specified in The Schedule for Portable Equipment

or

- (2) (a) £5,000 in respect of theft or attempted theft from an Unattended Vehicle

- (b) £50,000 in respect of any other damage

whichever is the lower.

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

You must ensure that while the Equipment is

- (a) left in any Unattended Vehicle

- (i) the vehicle is securely locked, its keys, key card or remote control transmitter are removed, all windows are securely closed and all security devices to protect the vehicle are set to operate.

- (ii) the vehicle is kept in a securely locked building, compound or enclosure between the hours of 9.00pm and 6.00am, unless it is aboard a ship or ferry.

- (iii) the Equipment is

- concealed from view.
- stored in the boot or under the parcel shelf where such facilities are available.

- (b) in transit by air it is carried as hand luggage.

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

# Asset Protection Computer

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## Clauses *(continued)*

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### Temporary Repair and Expediting Costs

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

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

---

### Virus Seek and Destroy Costs

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

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

---

### Waste Electrical and Electronic Equipment Disposal Costs

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

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

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

---

## Exceptions

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

---

We will not indemnify You in respect of

- (1) Damage to Equipment which is recoverable under any guarantee or maintenance rental hire or lease agreement.
- (2) loss of use of the Equipment or other consequential loss or liability.
- (3) the cost of reinstating data.
- (4) the Excess but the Excess shall not apply to Damage caused by fire, lightning, explosion, aircraft or aerial devices or articles dropped from them.

---

## Conditions

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

---

### Average

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

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



# Asset Protection Computer

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## Increased Cost of Working Cover

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

The maximum We will pay will not exceed

- (1) in respect of any one loss arising from Prevention of Access £50,000 or the Sum Insured if lower.
- (2) in any one Period of Insurance in respect of
  - (a) any loss arising from a Virus or Similar Mechanism
    - (i) the Sum Insured specified in The Schedule
    - or
    - (ii) £50,000
  - whichever is the lower.
  - (b) any other loss the Sum Insured specified in The Schedule and any additional sums stated by a clause.

---

## Clauses

*The following clauses apply to Increased Cost of Working.*

---

### Additional Rental Charge

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

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

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

---

### Auditors and Professional Accountants

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

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

---

### Payments on Account

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

---

## Exceptions

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

We will not indemnify You in respect of

- (1) interruption to or interference with The Business as a result of
  - (a) accidental failure of Your electricity supply lasting less than four hours.
  - (b) accidental failure of any telecommunication system lasting less than eight hours.
  - (c) breakdown or derangement of any item of Equipment that has not completed a period of one month's trouble free operation.
  - (d) Prevention of Access lasting less than 12 hours.

# Asset Protection Computer

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## Exceptions

*(continued)*

- 
- (2) interruption to or interference with The Business during the first 48 hours following breakdown or derangement of Equipment which is not subject to a Maintenance Agreement.
  - (3) the cost of reinstating data or programs.
  - (4) interruption or interference to The Business where the length of the interruption does not exceed the time franchise specified in The Schedule.

---

## Conditions

*The following conditions apply to Increased Cost of Working in addition to the Conditions at the end of this Section and the policy Conditions at the back of this policy.*

---

## Reinstatement of Data Cover

---

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

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

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

---

## Exceptions

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

---

We will not indemnify You in respect of

- (1)
  - (a) loss of
  - (b) loss of use of
  - (c) inaccessibility ofdata or programs arising from pre-existing faults in or the unsuitability of programs or computer systems software.
- (2) the Excess but the Excess shall not apply to Damage caused by fire, lightning, explosion, aircraft or aerial devices or articles dropped from them.

---

## Conditions

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

# Asset Protection Computer

---

## Clauses

*The following clauses apply to Reinstatement of Data.*

---

## Incompatibility of Data

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

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

(1) the Sum Insured specified in The Schedule under Reinstatement of Data

or

(2) £50,000

whichever is the lower.

---

## Payments on Account

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

---

## Research And Development Costs

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

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

(1) the Sum Insured specified in The Schedule under Reinstatement of Data

or

(2) £25,000

whichever is the lower.

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

---

## Exceptions

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

---

We will not indemnify You in respect of

(1) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

(a) Terrorism

(b) civil commotion in Northern Ireland

(c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

(i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government or any other government de jure or de facto

## Exceptions (continued)

- (ii) in respect of Damage occurring in any territory not specified in
    - (i) above any act or acts including but not limited to
      - the use or threat of force and/or violence and/or
      - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
- caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

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

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

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

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

- (3) Increased Cost of Working or Reinstatement of Data resulting from

- (a) any accidental failure of the telecommunication links
  - (b) any accidental failure of Your electricity supply

caused by

- (i) a deliberate act of any supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply authority's system.
    - (ii) the exercise of any supply authority's power to withdraw or restrict supply or services.
    - (iii) industrial action.

- (4) any accidental failure of the telecommunication links caused by

- (a) Equipment which is not

- (i) properly installed or compatible with the telecommunications system provided by Your telecommunication services supplier.
    - (ii) recognised and approved by Your telecommunication services supplier.

- (b) failure of any satellite

- (i) prior to obtaining its full operating function.
    - (ii) while in or beyond the final year of its design life.

- (c) atmosphere, solar or lunar conditions causing temporary interference with transmission to or from any satellite.

- (5) Damage directly or indirectly caused by or contributed to or arising from

- (a) any test, experiment or routine inspection.
  - (b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent.

- (6) Damage caused by or contributed to or arising from

- (a) disappearance.
  - (b) unexplained or inventory shortage.

---

## Conditions

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

---

### (1) Data Backup

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

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

- (a) the original disks or media and storing in a fire resistant data safe or in a secure location away from The Premises.
- (b) all data produced by the software or programs no less than once a day or any other period agreed by Us.

The integrity of any data backup must be validated using operating system routines or checks produced by the software supplier.

---

### (2) Firewall

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

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

---

### (3) Prevention of Loss

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

You must

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

---

### (4) Virus

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

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

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

---

### (5) Option for Settlement

We may at Our option

- (a) repair, reinstate or replace any Equipment damaged
- or
- (b) pay the amount of the Damage.

We do not include

- (i) temporary repairs carried out without Our consent.
- (ii) the cost of any alterations, additions, improvements or overhauls carried out when any repair is undertaken.

# Asset Protection Computer

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## Conditions

*(continued)*

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### (6) Our Rights

If Damage occurs which may lead to a claim We may

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

without incurring liability or reducing Our rights.

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

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

---

### (7) Suspension of Cover

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

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

---

## Clauses

*The following Clauses apply to this Section*

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### Automatic Reinstatement

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

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

---

### Subrogation Waiver

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

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

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

- (3) any user of the Equipment authorised by You provided that
  - (a) such users observe fulfil and are subject to the terms conditions and limitations of this policy.
  - (b) You do not receive any form of indemnity or damages from such users.

# Asset Protection Electronic Equipment

## Definitions

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

<b>Accident</b>	<ol style="list-style-type: none"><li>(1) Damage which is insured under this Section.</li><li>(2) Prevention of access.</li><li>(3) The accidental failure or fluctuation of Your supply of electricity at the terminal point of Your supplier's feed to The Premises from any cause which is not specifically excluded.</li><li>(4) The accidental failure of the internal distribution wiring within The Premises for supply of electricity from the terminal point of Your supplier's feed to the Equipment from any cause which is not specifically excluded.</li><li>(5) Damage to Data contained in Data Carrying Materials and fixed disks resulting from an identifiable cause which is discovered during the Period of Insurance.</li></ol>
<b>Damage</b>	Accidental loss, destruction or damage.
<b>Data Carrying Materials</b>	<p>Current and back-up</p> <ol style="list-style-type: none"><li>(1) disks</li><li>(2) tapes</li><li>(3) other materials</li></ol> <p>incorporating stored programs or data.</p> <p>We will not indemnify You for fixed disks and paper records.</p>
<b>Equipment</b>	<p>Equipment as specified as insured in The Schedule which belongs to You or for which You are responsible including Data Carrying Materials and Portable Equipment.</p> <p>We will not indemnify You for property which is more specifically insured.</p>
<b>Excess</b>	<p>The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises.</p> <p>The amount(s) to be deducted after the application of any Average condition.</p> <p>You will repay any such amount paid by Us.</p>
<b>Indemnity Period</b>	The period during which The Business results are affected due to an Accident, beginning with the date of the Accident and ending not later than the Maximum Indemnity Period.
<b>Maximum Indemnity Period</b>	The number of months stated in The Schedule.
<b>Portable Equipment</b>	Equipment used away from The Premises.
<b>Prevention of Access</b>	<ol style="list-style-type: none"><li>(1) Damage to property which is within one mile of the boundary of The Premises or</li><li>(2) the exercise by any public or police authority of its powers for the sole purpose of safeguarding life or property due to an emergency event within one mile of the boundary of The Premises</li></ol> <p>which prevents You gaining access to the property or using the Equipment.</p>

# Asset Protection Electronic Equipment

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## Damage to Equipment Cover

We will indemnify You in respect of Damage to the Equipment occurring during the Period of Insurance at The Premises.

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

---

## Clauses

*The following clauses apply to Damage to Equipment.*

---

### Additional Equipment

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

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

(1) 25% of the Total Sum Insured specified in The Schedule under Damage to Equipment,

or

(2) £250,000

whichever is the lower.

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

---

### Additional Interests

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

---

### Anti-Theft Devices

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

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

---

### Basis of Settlement for Owned Equipment

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

Where the Equipment

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

(b) is repaired it will be to a condition as good as, but not better or more extensive than, its condition when new.

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

(c) (a) and (b) above includes the costs necessary to comply with any

(1) European Union legislation

(2) Act of Parliament

(3) Byelaws of any public authority.



# Asset Protection Electronic Equipment

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## Clauses *(continued)*

We will not indemnify You in respect of

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

The work of reinstatement

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

We will not make any payment under this clause

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

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

---

### Basis of Settlement for Hired In Equipment

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

- (1) Damage to Equipment
- (2) continuing hire charges in respect of Equipment whilst being repaired or replaced as a direct result of Damage.

The maximum We will pay in respect of any one claim is £100,000.

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### Debris Removal

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

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

---

### Incompatibility of Software or Programs

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

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

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

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

whichever is the lower.

# Asset Protection Electronic Equipment

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## Clauses *(continued)*

### Loss Avoidance Measures

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

- (1) the impending Damage does not arise from any reasonably foreseeable or gradually developing cause and We are satisfied that Damage has been avoided or reduced as a result of the measures taken.
- (2) the policy terms exceptions and conditions will apply as if Damage had occurred.

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

---

### Non-invalidity

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

However, You must

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

### Repair Investigation Costs

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

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

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

---

### Software or Programs

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

---

## Clauses *(continued)*

### Temporary Removal

We will indemnify You in respect of Damage to

- (1) Data Carrying Materials insured under this Section whilst anywhere in the world.
- (2) Portable Equipment specified in The Schedule whilst anywhere in the world.

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

- (a) the Sum Insured specified in The Schedule for Portable Equipment,  
or
- (b) (i) £5,000 in respect of theft or attempted theft from an Unattended Vehicle  
(ii) £50,000 in respect of any other Damage

whichever is the lower.

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

You must ensure that while Equipment is

- (1) left in any Unattended Vehicle
  - (a) the vehicle is securely locked, its keys, key card or remote control transmitter are removed, all windows are securely closed and all security devices to protect the vehicle are set to operate.
  - (b) the vehicle is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm and 6.00am, unless it is aboard a ship or ferry.
  - (c) the Equipment is
    - (i) concealed from view.
    - (ii) stored in the boot or under the parcel shelf where such facilities are available.
- (2) in transit by air it is carried as hand luggage.
- (3) in transit by ship or ferry and not in use, it is kept in a securely locked cabin or vehicle aboard such vessel.

---

### Temporary Repair and Expediting Costs

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

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

---

### Virus Seek and Destroy Costs

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

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

---

### Waste Electrical and Electronic Equipment Disposal Costs

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

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

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

# Asset Protection Electronic Equipment

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## Exceptions

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

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
  - (a) mechanical or electrical breakdown, failure, breakage or derangement.
  - (b) gradual deterioration or wear and tear or gradually developing defects.However, We will indemnify You for any subsequent Damage which results from a cause not otherwise excluded.
- (2) light sources, fuses, non-rechargeable batteries, filters and items which require periodic replacement.
- (3) loss of use of the Equipment or other consequential loss or liability.
- (4) the cost of reinstating data.
- (5) the Excess.

---

## Conditions

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

---

### Average

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

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

---

## Increased Cost of Working Cover

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

The maximum We will pay will not exceed

- (1) in respect of any one loss arising from Prevention of Access, £50,000 or the Sum Insured if lower
- (2) in any one Period of Insurance in respect of
  - (a) any loss arising from a Virus or Similar Mechanism
    - (i) the Sum Insured specified in The Schedule,
    - or
    - (ii) £50,000whichever is the lower.
  - (b) any other loss, the Sum Insured specified in The Schedule and any additional sum stated by a clause.

# Asset Protection Electronic Equipment

---

## Clauses

*The following clauses apply to the Increased Cost of Working*

---

## Additional Rental Charge

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

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

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

---

## Auditors and Professional Accountants

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

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

---

## Payments on Account

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

---

## Exceptions

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

---

We will not indemnify You in respect of

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

---

## Conditions

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

# Asset Protection Electronic Equipment

---

## Reinstatement of Data Cover

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

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

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

---

## Clauses

*The following clauses apply to Reinstatement of Data.*

---

### Incompatibility of Data

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

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

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

---

### Payments on Account

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

---

### Research And Development Costs

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

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

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

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

---

## Exceptions

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

We will not indemnify You in respect of

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

# Asset Protection Electronic Equipment

---

## Conditions

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

---

## Clauses

*The following Clause applies to Reinstatement of Data.*

---

## Automatic Reinstatement

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

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

---

## Exceptions

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

We will not indemnify You in respect of

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

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

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

- (2) Increased Cost of Working or Reinstatement of Data resulting from any accidental failure of Your electricity supply,

caused by

- (a) a deliberate act of any supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply authority's system.
- (b) the exercise of any supply authority's power to withdraw or restrict supply or services.
- (c) industrial action.

- (3) Damage or interruption to or interference with The Business caused when the Equipment is hired out.

- (4) Damage or interruption to or interference with The Business caused by or contributed to or arising from

- (a) any test, experiment or routine inspection.
- (b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent.

- (5) Damage caused by or contributed to or arising from

- (a) disappearance.
- (b) unexplained or inventory shortage.

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## Exceptions (continued)

- (6) any loss or Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

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

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

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## Conditions

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

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### (1) Data Backup

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

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

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

---

### (2) Firewall

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

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



# Asset Protection Electronic Equipment

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## Conditions (continued)

### (3) Our Rights

If Damage occurs which may lead to a claim We may

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

without incurring liability or reducing Our rights.

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

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

You are not entitled to abandon Equipment to Us.

---

### (4) Prevention of Loss

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

You must

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

---

### (5) Suspension of Cover

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

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

---

### (6) Virus

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

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

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

# Asset Protection Money, Assault and Wrongful Conversion

## Definitions

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

<b>Business Hours</b>	Your normal working hours and any other period during which You or any director, partner or Employee, entrusted with Money is on The Premises in connection with The Business.
<b>Insured Person</b>	Any person or category of person specified in The Schedule.
<b>Loss of Hearing</b>	Total and permanent loss of hearing in one or both ears.
<b>Loss of Limb</b>	<p>In respect of</p> <p>(1) an arm</p> <p>(a) physical severance of all four fingers or</p> <p>(b) total and permanent loss of use of an entire hand or arm</p> <p>at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)</p> <p>and/or</p> <p>(2) a leg</p> <p>(a) physical severance or</p> <p>(b) total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).</p>
<b>Loss of Sight</b>	<p>Includes total and permanent loss of sight which will be deemed to have occurred</p> <p>(1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist</p> <p>(2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.</p>
<b>Loss of Speech</b>	Total and permanent loss of speech.
<b>Permanent Total Disablement</b>	<p>Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which</p> <p>(1) wholly prevents the Insured Person from engaging in or giving attention to their usual occupation and</p> <p>(2) lasts without interruption for more than 12 months from the date of the accident and</p> <p>(3) in all probability will continue for the remainder of the Insured Person's life.</p>
<b>Temporary Partial Disablement</b>	Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.
<b>Temporary Total Disablement</b>	Disablement which entirely prevents the Insured Person from engaging in their usual occupation.

# Asset Protection Money, Assault and Wrongful Conversion

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## Money Cover

We will indemnify You in respect of

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

---

## Clauses

*The following clauses apply to Money.*

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### Clothing and Personal Belongings

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

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

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### Credit Cards

We will indemnify You in respect of any amount You become liable for under the terms of issue of any bank charge, credit, debit or cash card used in connection with The Business following fraudulent use by any unauthorised person.

The maximum We will pay in respect of any one claim and in any one Period of Insurance is £500.

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### Vehicle Excise Licences (Tax Discs)

We will indemnify You in respect of Your legal liability for loss of Vehicle Excise Licences from The Premises or while in transit in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man in the course of The Business.

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

# Asset Protection Money, Assault and Wrongful Conversion

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## Condition

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

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## Records and Key Security

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

You must

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

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## Additional Condition(s)

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

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## Intruder Alarm Condition

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

---

## Intruder Alarm Conditions

- (1) While The Premises are unattended they must be protected by an Intruder Alarm System
  - (a) maintained in full and efficient working order under an ongoing maintenance contract provided by an Alarm Company.
  - (b) registered with an Alarm Receiving Centre.
  - (c) eligible for police response, via the issue and retention of a valid police unique reference number (URN).
  - (d) which is set in its entirety, with all means of communication used to transmit Activations to an Alarm Receiving Centre in full operation.
- (2) If requested, You must supply Us with a copy of the Intruder Alarm System specification.
- (3) The Protected Premises must not be left without at least one Responsible Person in attendance where
  - (a) the Intruder Alarm System is not set in its entirety
  - (b) the police have withdrawn their response to Activations unless We agree otherwise.
- (4) During any period that the Intruder Alarm System is set, a Key Holder must, following notification of Activations or interruption of any of the means of communication used to transmit Activations to an Alarm Receiving Centre
  - (a) attend The Premises as soon as reasonably possible in order to confirm the security of The Premises and
  - (b) reset the Intruder Alarm System in its entirety with all means of communication used to transmit Activations to an Alarm Receiving Centre in full operation.

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

## Asset Protection Money, Assault and Wrongful Conversion

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### Additional Condition(s) (continued)

- (5) You must advise Us as soon as possible and, in any event, not later than 10:00am on Our next working day
- (a) of notice from
    - (i) the police giving warning of withdrawal of their services, or a reduction or delay in the level of their response to Activations
    - (ii) a Local Authority or Magistrate imposing any requirement for abatement of nuisance caused by the Intruder Alarm System
  - (b) when the Intruder Alarm System and the means of communication used to transmit Activations to an Alarm Receiving Centre cannot be returned to or maintained in full working order.
- You must comply with Our subsequent requirements.
- (6) Any alteration or substitution of
- (a) any part of the Intruder Alarm System
  - (b) the structure of The Premises or changes to the layout of The Premises which would reduce the effectiveness of the Intruder Alarm System
  - (c) the means of communication used to transmit Activations to an Alarm Receiving Centre
  - (d) the procedures agreed with Us for police or any other response to any Activations
  - (e) the Intruder Alarm System maintenance contract
- must not be made without Our written agreement.
- (7) You and each Key Holder must maintain
- (a) the secrecy of all the codes
- and
- (b) the security of all keys and other setting devices
- for the operation of the Intruder Alarm System. All such keys and setting devices must be removed from The Premises when they are left unattended.
- (8) You must appoint at least two Key Holders and lodge written details (which must be kept up to date) with the Alarm Company, the Alarm Receiving Centre and, if they so require, the police or local authority.

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

#### **Intruder Alarm System**

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

#### **Alarm Company**

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

#### **Alarm Receiving Centre**

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

#### **Activations**

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

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

# Asset Protection Money, Assault and Wrongful Conversion

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## Additional Condition(s) (continued)

### Key Holder

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

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

### Protected Premises

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

### Responsible Person

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

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### Security Company Exception

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

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### Security Company Contingency Cover

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

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

You must

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

---

### Money in Transit

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

You must ensure that

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

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

# Asset Protection Money, Assault and Wrongful Conversion

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## Additional Condition(s) (continued)

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### Visible Evidence

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

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### Requirements

If in relation to any claim for loss of Money You have failed to implement the requirements detailed in the Schedule of Additional Protections within the timescales specified, You will lose Your right to indemnity or payment for that claim.

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### Minimum Security

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

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

- (1) all hinged single leaf doors used as final exit doors are secured as follows
  - (a) timber framed doors – by a lock certified as meeting BS3621 and which if it is a mortice lock has a corresponding boxed striking plate
  - (b) aluminium framed doors – by a five pin cylinder mortice swing lock
  - (c) plastic framed doors – by a multi-point lock assembly certified as meeting PAS 3621 or a multi-point fastening device comprising at least three moving fastening points operated by a central handle secured by a five pin cylinder lock
  - (d) steel doors – by the means shown in (1) (a) or (c) above or by a five pin cylinder mortice lock.
- (2) all hinged double leaf doors used as final exit doors are secured as follows
  - (a) first closing leaf (timber framed doors) – by having, at the top and bottom of the leaf, rebate bolts or internal key operated mortice rack bolts or key operated lockable bolts
  - (b) first closing leaf (aluminium framed doors) – by having, at the top and bottom of the leaf, rebate bolts or internal key operated lockable bolts
  - (c) first closing leaf (plastic framed doors) – by having a multi-point lock assembly certified as meeting PAS 3621 or a multi-point fastening device comprising at least two moving bolts operated by a central handle secured by a five pin cylinder lock, or at the top and bottom of the leaf, rebate bolts or internal key operated lockable bolts
  - (d) first closing leaf (steel doors) – by the means shown in (2) (c) above
  - (e) final closing leaf – by the means shown in (1) (a), (b), (c) or (d) above.
- (3) all hinged external cellar trap doors are secured as follows
  - (a) single leaf doors – by an internal, centrally positioned, steel padlock bar secured by a padlock having a hardened steel shackle or, at the top and bottom of the door, internal key operated lockable bolts
  - (b) double leaf doors – by having each leaf fastened to the other by an internal, centrally positioned, steel padlock bar secured by a padlock having a hardened steel shackle.

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### Additional Condition(s) (continued)

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- (4) all other hinged external doors and any internal doors which lead into areas of The Premises not occupied by You, or into any common areas including stairwells or walkways, or into any adjoining premises, are secured as follows
- (a) single leaf doors – by the means shown in (1) (a), (b), (c) or (d) above or by having, at the top and bottom of the door, internal key operated lockable bolts or key operated mortice rack bolts
  - (b) double leaf doors – by the first closing leaf being secured by the means shown in (2) (a), (b), (c) or (d) above and the final closing leaf being secured as in (2) (e) above or having, at the top and bottom of the leaf, internal key operated lockable bolts or key lockable bolts or key operated mortice rack bolts.
- Alternatively, the doors are to be secured by having bolts at the top and bottom of each leaf, and with each leaf fastened to the other by an internal, centrally positioned, steel padlock bar secured by a closed shackle padlock having a hardened steel shackle.
- (5) all external rolling shutter or rolling panel doors, including any which lead into areas of The Premises not occupied by You or into any common areas including stairwells or walkways, or into any adjoining premises, are secured as follows
- (a) manually operated doors – by having the operating chain secured into an internal chain stop, housing or wall bracket by means of a padlock having a hardened steel shackle
  - (b) electrically operated doors – by having an internal opening switch secured in the off position by means of an integral lock or padlock. Alternatively, such doors are to have the power supply to the operating switch isolated at a suitable electrical power distribution board
  - (c) where (5) (a) or (b) above cannot be satisfied such doors are to be secured by having the door secured to one of the side runners by means of an internal key operated lockable bolt or a padlock having a hardened steel shackle
  - (d) any personnel (wicket) gate incorporated into such doors is to be secured by having an internal, centrally positioned, steel padlock having a hardened steel shackle or, at the top and bottom of the door, by internal key operated lockable bolts
  - (e) such doors, or any personnel (wicket) gate incorporated into them, are not to be used as a final exit door unless notified to Us and then secured by the means subsequently stipulated or agreed by Us in writing.
- (6) all external opening windows on basement and ground floors, any opening windows which lead into areas of The Premises not occupied by You or into any common areas including stairways or walkways, or into adjoining premises, and any external opening windows on upper floors which can be reached by a person standing on adjacent or adjoining external structural features including stairways, communal walkways, lower storey roofs, porches, balconies, or similar external structural features which can readily be climbed onto, are secured in their closed position as follows



## Asset Protection Money, Assault and Wrongful Conversion

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### Additional Condition(s) (continued)

- (a) any roof lights – by an integral or internal fastening device designed and manufactured for the task
- (b) any louvre windows – by internal or external steel bars or grilles
- (c) All other windows – by an integral lockable fastening device or an internal key operated window lock.

Alternatively, such windows are to be secured by means of at least two internal screws of sufficient length to pass through the window surround and penetrate the window frame to a depth of at least 10mm.

- (7) any type of door, lock or fastening device that is not mentioned above is notified to Us and then secured by the means subsequently stipulated or agreed by Us in writing.
- (8) all locks or fastenings are positioned and fitted (including striking plates, escutcheons, cylinder roses or other door furniture) in accordance with the manufacturer's instructions or in a conventional manner.
- (9) all the aforementioned locks and fastenings are put into full and effective operation and any keys to them removed from the site or stored within the Premises in a secure place, that is one which is not within sight or reach of any external glazing, letter flap or other opening, whenever those parts of The Premises occupied by You in connection with The Business are unattended.

Any door or window that is designated, and appropriately signed, as being for use solely as an emergency fire exit by the person(s) legally responsible under fire safety legislation for fire safety at The Premises, is excluded from requirements (1) – (6) above. However, any such door or window must be secured by an integral or internal fastening device designed and manufactured for the securing of such emergency fire exits.

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### Exceptions

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

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We will not indemnify You in respect of

- (1) loss or shortages due to
  - (a) clerical or accounting
    - (i) errors
    - (ii) omissions
  - (b) accountancy depreciation
  - (c) currency fluctuation
  - (d) consequential loss of any kind.
- (2) loss due to the fraud or dishonesty of any director, partner or Employee of Yours which is
  - (a) not discovered within seven working days of the loss
  - (b) more specifically insured elsewhere.
- (3) loss from any Unattended Vehicle.
- (4) loss or damage arising outside England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.
- (5) loss resulting directly or indirectly from
  - (a) forgery
  - (b) fraudulent alteration or substitution
  - (c) fraudulent use of a computer or electronic transfer.

# Asset Protection Money, Assault and Wrongful Conversion

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## Exceptions

(continued)

- (6) loss resulting from use of any form of payment which proves to be
  - (a) counterfeit
  - (b) false
  - (c) invalid
  - (d) uncollectible
  - (e) irrecoverable for any reason.
- (7) loss of Money resulting directly or indirectly from, or in connection with
  - (a) Virus or Similar Mechanism
  - (b) Denial of Service Attack
  - (c) unauthorised access to or use of Computer and Electronic Equipment.

---

## Assault Cover

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

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

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

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## Clauses

*The following clauses apply to Assault.*

---

### (1) Amounts Payable

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

---

### (2) Medical Evidence

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

# Asset Protection Money, Assault and Wrongful Conversion

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## Clauses *(continued)*

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### (3) Medical and Dental Expenses

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

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

---

## Exception

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

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

---

## Wrongful Conversion Cover

We will indemnify You in respect of any loss You sustain in connection with Your purchase of a Vehicle in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man in the course of The Business during the Period of Insurance where

- (1) the lawful and rightful owner has substantiated a valid claim for the return of the Vehicle or its value
- or
- (2) the person to whom You have contracted to sell the Vehicle has substantiated a valid claim for damages for breach of implied warranty of title.

We will also pay costs

- (a) recovered from Us by any claimant where We contest the claim or the claim is contested with Our written consent
- (b) for the defence of any claim incurred with Our written consent.

The maximum We will pay in respect of all Vehicles purchased by You during any one Period of Insurance is the Limit of Liability specified in The Schedule.

---

## Exception

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

We will not indemnify You in respect of the first 20% of any loss.

---

## Condition

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

---

### Vehicle Purchases and Part Exchange Allowances

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

- (1) Where a Vehicle is to be purchased or an allowance is to be made for part exchange, You must first obtain confirmation from either HPI Limited or Experian Limited that the Vehicle is not subject to any hire purchase interest or adverse information against it.

We will not indemnify You unless You provide Us with written evidence of such confirmation.

- (2) All payments for Vehicles purchased or allowances for part exchange must be settled by cheque, credit or debit card, Bankers' Automated Clearing Services (BACS) transfer or credit against a new purchase.

# Asset Protection Employee Dishonesty

## Definitions

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

<b>Aviva Group Company</b>	All subsidiaries from time of Aviva plc or any holding company thereof and any subsidiary of such holding company.
<b>Cheque</b>	Cheque, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a fixed amount which is shown on the document.
<b>Cheque Fraud</b>	Any act of Forgery or fraudulent alteration of, on or in any Cheque made or drawn by You against an account You hold with a financial institution located within the Geographical Limits to pay a specified third party or purporting to have been made or drawn as set out above.
<b>Computer Fraud</b>	The intentional taking of Insured Property by fraudulent use of computer hardware, systems, software or program operated by You.
<b>Discovery Period</b>	The period of 24 months commencing on the Termination Date.
<b>Electronic Instructions</b>	Electronic instructions issued from a terminal or computer on Your premises to a bank or financial institution at which You hold an account directing them to make a payment for a fixed amount from Your account to the account of a third party.
<b>Employee</b>	<ul style="list-style-type: none"><li>(1) A Member of Staff.</li><li>(2) Any person while working under Your control in connection with The Business who is<ul style="list-style-type: none"><li>(a) under a work experience or training scheme.</li><li>(b) working exclusively for You and for no other party under a contract for services as a consultant having previously been employed by You.</li><li>(c) supplied to You by any agency furnishing temporary personnel on a temporary or contingent basis.</li></ul></li><li>(3) Any person included in (1) or (2) above for a period not exceeding 30 days immediately following the termination of such person's services.</li></ul>
<b>Excess/Excesses/ The Excess/The Excesses</b>	The amount or amounts shown in Your policy or The Schedule which You must bear for each and every claim.
<b>Facsimile Instructions</b>	Instructions sent from a facsimile or other machine which scans a document, sends it electronically over a telephone or other telecommunications network so that a facsimile can be printed on receipt, to a bank or financial institution at which You hold an account directing them to make a payment using an electronic funds transfer system for a fixed amount from Your account to the account of a third party.

# Asset Protection Employee Dishonesty

## Definitions

(continued)

<b>Forgery/Forged</b>	<p>The signing of the name of one person by another person with the intent to deceive but not</p> <p>(1) the signing of a person's name signed by that person with or without authority in any capacity for any purpose, or</p> <p>(2) genuinely signed instruments which are false as to contents.</p>
<b>Funds Transfer Fraud</b>	<p>Electronic Instructions, Facsimile Instructions, Telephone Instructions or Written Instructions which purport to have been sent, issued, given or transmitted by You but were in fact fraudulently sent, issued, given or transmitted by someone else without your knowledge or consent.</p>
<b>Geographical Limits</b>	<p>Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.</p>
<b>Improper Gain</b>	<p>Improper financial benefit</p> <p>(1) to the Employee, or</p> <p>(2) to any other person or organisation intended by that Employee to receive such benefit.</p> <p>Salaries, commission, fees or other benefits earned or paid in the normal course of employment or service are not improper financial benefits.</p>
<b>In Collusion</b>	<p>Where two or more people are involved or implicated together or where they assist each other materially.</p>
<b>Inadvertent Breach</b>	<p>Any failure by any Employee to comply with any part of Your Procedures which was without Your knowledge or consent or the knowledge or consent of any of Your Principals or other officers but only if You can conclusively demonstrate that You</p> <p>(1) had communicated the relevant Procedures in writing to all Employees in Roles With Responsibility, and</p> <p>(2) instructed all Employees in Roles With Responsibility of their duty to comply with and ensure compliance with Your Procedures.</p>
<b>Insured Party</b>	<p>You and the entities detailed in Clause 7 Other Parties having the benefit of Cover and any other entities named on The Schedule.</p>
<b>Insured Property</b>	<p>Money or other property</p> <p>(1) belonging to You, or</p> <p>(2) owned by another for which You</p> <p>(a) have taken physical control, and</p> <p>(b) are legally responsible.</p>
<b>Member of Staff</b>	<p>Any person under a full time, part time or temporary contract of service or apprenticeship with You in the ordinary course of Your business and whom You remunerate by salary, wages or commissions and have the right to govern and direct in the performance of such service.</p>

## Asset Protection Employee Dishonesty

### Definitions (continued)

<b>Money</b>	The policy Definition of Money and monetary balances held to Your credit by a financial institution
<b>One Claim</b>	All loss or losses caused by any Employee or any other person or in which the Employee or other person is acting In Collusion either resulting from a single act, event or occurrence or any number of acts, events or occurrences irrespective of when they occur and who suffers the loss.
<b>Principal</b>	Any person who is an owner, partner, director or trustee who is not also a Member of Staff in some other capacity.
<b>Procedures</b>	The Controls and Reference Procedures.
<b>Reference Date</b>	<p>The earlier of</p> <p>(1) the commencement date of the Section Period</p> <p>or</p> <p>(2) the commencement date of any previous section, policy or cover issued by any Aviva Group Company and in respect of which Extension Interlocking Clause, is in force.</p>
<b>References</b>	<p>Written or fully documented verbal references obtained directly from (1) to (4) below in respect of Members of Staff engaged on or after the Reference Date and for the period of two years immediately preceding the commencement of employment of the Member of Staff with You</p> <p>(1) previous employers in respect of any period(s) of employment confirming the dates and honesty of the Member of Staff.</p> <p>Where the previous employer is no longer trading We will accept confirmation of the dates of employment from the administrator, liquidator or equivalent as a reference. If this is unavailable We will accept a copy of some form of independent evidence of the dates of employment (e.g. payslips, P60) which may be received directly from the Member of Staff.</p> <p>Where the previous employer is HM Forces We will accept as a reference a copy taken by You of the original discharge papers received from the Member of Staff showing the dates of service.</p> <p>(2) the accountant or solicitor or a professional person with relevant knowledge in respect of any period(s) of self employment confirming the dates and honesty of the Member of Staff.</p> <p>(3) the school, college etc. in respect of any period(s) of full-time education confirming the dates and not indicating dishonesty by the Member of Staff.</p> <p>(4) the Job Centre or equivalent in respect of any period(s) of unemployment of the Member of Staff including confirmation of the dates.</p>

# Asset Protection Employee Dishonesty

## Definitions

(continued)

<b>Reference Procedures</b>	Your procedures to obtain References.
<b>Role With Responsibility</b>	<p>Any role to which any of the following applies</p> <ul style="list-style-type: none"><li>(a) that involves handling Money, payments, orders, statements of account or stock.</li><li>(b) that involves having update and amendment access to accounting and stock recording systems.</li><li>(c) in Your accounts, information technology, information systems or computer departments.</li><li>(d) with a supervisory, management or directorial content.</li></ul>
<b>Role Without Responsibility</b>	Any role which is not a Role with Responsibility.
<b>Satisfactory References</b>	<p>For a Reference to be satisfactory</p> <ul style="list-style-type: none"><li>(1) You must obtain it directly from the referee unless stated to the contrary in this Section.</li><li>(2) You must specifically request from any previous employer confirmation of the honesty of the Member of Staff and should follow up any reference if honesty is ignored in the response. If, in the original response or in the follow up, the referee states that, in general, they do not provide references in respect of former employees We will consider the response to be a Reference for the purposes of this Section provided that the refusal to comment on honesty is not obviously particular to the individual and the reference confirms the period of employment involved.</li></ul> <p>For References in respect of a particular Member of Staff to be satisfactory</p> <ul style="list-style-type: none"><li>(3) in total they should cover at least the period of two years immediately preceding the commencement of employment of the Member of Staff with You. If Extension Interlocking Clause, applies the period involved will be as specified in the prior insurance.</li><li>(4) the maximum acceptable period between two consecutive references without a further reference for the gap should be 28 days. If You cannot obtain a reference for any period You must obtain evidence of what the Member of Staff was doing which must not indicate dishonesty (e.g. for overseas travel the evidence might be a copy of the passport).</li><li>(5) where a new Member of Staff is returning to work after an extended period (e.g. after raising a family) You should obtain a personal reference from a person, unrelated to the Member of Staff. The reference should confirm that the referee is not related, the period involved, any other circumstances and the honesty of the Member of Staff.</li></ul>

## Asset Protection Employee Dishonesty

### Definitions (continued)

#### Section Period

In respect of the cover or any applicable extension, the entire period during which the cover or extension remains in force, from its inception to its Termination Date irrespective of the number of years or Periods of Insurance involved

#### Subsidiary Company

Any company or other entity which You own more than 50% of and over which You retain management control.

#### Telephone Instructions

Person to person verbal instructions over a telephone or telecommunications network made to a bank or financial institution at which You hold an account directing them to make a payment using an electronic funds transfer system for a fixed amount from Your account to the account of a third party.

#### Termination Date

The date upon which cover ceases under this Section or in respect of any part of the cover the earlier date upon which cover ceases for that part.

#### Terrorism

Any act or acts including but not limited to

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

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



## Asset Protection Employee Dishonesty

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### The Controls

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#### Audit

Independent professional accountants, or auditors will examine Your accounts, and those of each Subsidiary Company and other Insured Party, at least every 12 months.

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#### Cheque Issue

In respect of this item of The Controls the definition of Cheque is extended to include other instruments for the operation of Your bank accounts

- (a) Cheques will only be signed after they have been fully completed.
  - (b) Unless signed by a Principal all manually prepared Cheques with a value over £5,000 will be signed by at least two authorised signatories.
  - (c) If Cheques are prepared and signed by computer or machine
    - (i) dual control will be exercised over the operation.
    - (ii) at least one further manual signature will be applied where the value of the Cheque exceeds £25,000.
    - (iii) supporting documentation will be examined and authorised prior to signing by computer or machine.
  - (d) All signatories, including Principals, will examine the supporting documentation against the Cheque prior to signing.
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#### Wage-roll

The cast of the payroll will be examined at least quarterly by someone other than the Employee responsible or by a Principal to check that the total amount drawn is correct and that there are no past or fictitious Employees included.

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#### Money Received and Banking

- (a) Any Employee who receives or collects Money and/or Cheques in the course of their duties away from Your premises will be required to remit them to You at least every week.
  - (b) All Money and Cheques received by Employees at Your premises, including that remitted in (a) above, will be banked at least twice every week.
- 

#### Debtors

- (a) Where You allow credit, statements of account will be issued at least monthly. If the issue of statements involves any Employees who receive payments then all accounts including all suppressed and suspense accounts will be reviewed by a Principal or by someone other than the Employees responsible at least quarterly.
- (b) Management action will be taken before an account becomes three months overdue.

## Asset Protection Employee Dishonesty

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### The Controls (continued)

<b>Reconciliation</b>	All cash book entries will be checked by a Principal or by someone other than the Employees responsible at least monthly against bank statements, receipts and other supporting documentation and the balance tested against cash and un-presented Cheques.
<b>Cash balances, Floats and Petty Cash</b>	The amount of cash balances, floats and petty cash will be laid down and will be subject to a physical check against supporting documents by a Principal or by someone other than the Employees responsible at least every month.
<b>Stock Control</b>	All stocks, including any raw materials and work in progress, will be subject to at least an annual physical check against verified stock records by a Principal or by someone other than the Employees responsible.
<b>Purchases</b>	<p>In respect of purchases with a value of over £1,000, of machinery, equipment, goods, materials, services, contracts and sub-contracts, no one Employee will be able to perform the following three stages on their own</p> <ul style="list-style-type: none"><li>(a) order</li><li>(b) certificate receipt or completion and</li><li>(c) authorise payment.</li></ul>
<b>Computer Security</b>	<ul style="list-style-type: none"><li>(a) All update and amendment access to computer systems and programs containing accounting, stock and other valuable records will be protected by passwords. Passwords will be chosen by and confidential to the user and will be changed at least every 90 days.</li><li>(b) If You allow dial-up, internet or other external access to Your computer systems You will protect them with firewalls and anti-virus software which You will update regularly.</li></ul>

# Asset Protection Employee Dishonesty

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## The Controls (continued)

### Funds Transfer Controls

- (a) Written Instructions to transfer funds will be signed in accordance with the Cheque Issue limits and procedures above.
- (b) In respect of funds transfers involving Electronic Instructions
  - (i) at least dual control will be imposed to ensure that no one Employee can complete a funds transfer payment from beginning to end.
  - (ii) all Employees involved will require unique passwords to access the terminal, computer or system. Passwords will be chosen by and confidential to the user and will be changed at least every 30 days.
  - (iii) password resets will be carried out by an Employee who does not have access to or other involvement in the fund transfer process.
- (c) In respect of all Telephone Instructions and Facsimile Instructions the bank or financial institution will be instructed to telephone a Principal or Employee other than the person who sent, issued, gave or transmitted, or purported to send, issue, give or transmit, the instructions to check that they are valid prior to transferring the funds.
- (d) In all cases the banks will be required to confirm funds transfers in writing within 24 hours of the transfer. The confirmation should be checked against the source documentation within 48 hours of receipt and independently of any Employee involved in the payment process.
- (e) You will comply with all process and security controls agreed with the bank or other financial institution, through which Your transfers are made.

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### Written Instructions

Original written instructions signed in accordance with Your appropriate bank mandate issued to a bank or financial institution at which You hold an account directing them to make a payment using an electronic fund transfer system for a fixed amount from Your account to the account of a third party including instructions to make one payment, payments at specified intervals or under specified conditions.

# Asset Protection Employee Dishonesty

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## Cover

We will indemnify You in respect of

- (1) loss of Insured Property which You
  - (a) sustain during the Section Period, and
  - (b) discover prior to the expiry of the Discovery Periodsolely and directly as a result of one or more act or acts of fraud or dishonesty committed by an Employee alone or acting In Collusion with the intent to cause You to sustain the loss and to obtain Improper Gain.
- (2) investigation costs, solely to substantiate the amount of any claim You make, which are incurred with Our written consent, including professional fees, but not salaries, wages or any similar expenditure.
- (3) the cost of reinstatement of electronic data with Our written consent if such data was destroyed, erased or stolen during the execution of a valid claim in respect of which payment has been made or agreed.

The maximum amount We will pay in the event of a claim is shown under Clause 1, Our Liability.

The amount of any payment will be determined in accordance with the Basis of Settlement.

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## Exceptions

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

We will not indemnify You in respect of

- (1) loss caused by any Employee or in which any Employee is acting In Collusion
  - (a) who You do not have the right to supervise and direct.
  - (b) subsequent to discovery by You of actual or suspected dishonesty by that Employee.
  - (c) whose normal place of employment or service is outside the Geographical Limits.
  - (d) who You are unable to identify by name.
  - (e) who at the time of the loss legally or beneficially controls more than 5% of Your share or other capital.
- (2) loss
  - (a) caused by any Principal or in which any Principal is acting In Collusion.
  - (b) sustained outside the Geographical Limits.
  - (c) the proof of which is dependent upon an inventory calculation or profit and loss calculation alone.
  - (d) of a consequential nature including but not limited to loss of potential income, interest and dividends and additional expenditure based on incorrect figures and reports.
  - (e) sustained as a result of or involving actual or threatened extortion.
  - (f) sustained by any associated company or joint venture unless specified in The Schedule.
- (3) penalties and fines.
- (4) malicious damage including computer viruses, worms, trojan horses and the like.
- (5) loss of and/or damage to proprietary information, trade secrets, confidential processing methods, intellectual property or other confidential information of any kind.

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## Exceptions (continued)

- (6) loss resulting from or in connection with any automatic teller or cash-point machine at any of Your premises or for which You have any responsibility.
- (7) any loss or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling preventing suppressing or in any way relating to (a) above

In any action, suit or other proceedings, where We allege that by reason of Our Definition of Terrorism any consequence whatsoever resulting directly or indirectly from or in connection with (a) and/or (b) above regardless of any other contributory cause or event is not covered by this policy, the burden of proving that any consequence whatsoever resulting directly or indirectly from or in connection with (a) and/or (b) above regardless of any other contributory cause or event is covered shall be upon You.

- (8) the Excess.

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## Clauses

*The following Clauses apply to this Section and any Extension applicable.*

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### (1) Our Liability

- (a) Our maximum liability in respect of One Claim, including any investigation fees and any costs of reinstatement of data, is the Limit of Indemnity shown in The Schedule.
- (b) Our liability applies in excess of the total amount of all Excesses applicable to any claim.
- (c) If, in the event of a claim, You are unable to produce References for a Member of Staff or every Member of Staff acting In Collusion Our maximum liability will be the lowest of
  - (i) 10% (one tenth) of the Limit of Indemnity shown in The Schedule
  - (ii) 10% (one tenth) of any lower limit applicable to the claim
  - (iii) £50,000.
- (d) Our maximum liability in respect of Cover item (2), investigation costs, is 10% (one tenth) of the total payment otherwise agreed under a claim subject to a maximum of £50,000.

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### (2) Non-Accumulation of Liability

- (a) Our maximum liability in respect of any One Claim will be the Limit of Indemnity applicable to that claim no matter how many Periods of Insurance are involved. Our liability will not be cumulative from Period of Insurance to Period of Insurance.
- (b) If this Section replaces any section, policy, insurance, indemnity or bond and/or is replaced by any section, policy, insurance, indemnity or bond
  - (i) the maximum liability of all insurers involved in respect of One Claim will be the Limit of Indemnity applicable to that claim and no matter how many periods of insurance or insurers are involved. The liability of all insurers will not be cumulative from period of insurance to period of insurance or from insurer to insurer.
  - (ii) insured losses forming part of any claim will be apportioned to the appropriate insurer so that the earliest loss sustained is paid first and then losses will be settled in date order until the limit applicable to the claim is reached.

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## Clauses *(continued)*

### **(3) Application of The Excess**

- (a) The Excess will apply to each claim under this Section.
- (b) If any claim for losses that would have formed One Claim under this Section, had it been in force for the entire period of the losses, is partly recoverable under this Section and partly recoverable under any prior insurance and the prior insurance contains an excess The Excess applicable under this Section will be reduced by the amount of the excess applied to losses under the prior insurance, but only if,
  - (i) payment has been made or agreed under the prior insurance
  - (ii) the reduction will not exceed the amount of The Excess under this Section.

---

### **(4) Changes to Limit of Indemnity and Excess**

Any increase or reduction in either the Limit of Indemnity or The Excess will apply to all loss sustained after the effective date of the increase or reduction.

The date of any reduction in the Limit of Indemnity will be the Termination Date in respect of the amount by which the Limit of Indemnity is reduced.

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### **(5) References for Members of Staff**

- (a) To benefit from the full Limit of Indemnity You will be required to produce Satisfactory References for all Members of Staff involved in any loss whose employment with You commenced on or after the Reference Date. See Clause Our Liability (1) (c) above.
- (b) If after two year's employment with You in a Role Without Responsibility a Member of Staff is transferred or promoted to a Role With Responsibility, Clause Our Liability (1) (c) above will not apply and You will have the benefit of the Limit of Indemnity otherwise applicable in respect of that Member of Staff, but only if
  - (i) You were not aware of any dishonest act by that Member of Staff at any time prior to the transfer or promotion, and
  - (ii) any References obtained at the time of Employment
    - are produced in the event of a claim
    - did not contain any evidence or indication of dishonesty.

If in the event of a claim losses are discovered that predate the promotion or transfer, Clause Our Liability (1) (c) above will apply in respect of any such losses.

- (c) If You did not obtain References when You first employed a Member of Staff We will allow You to obtain them in respect of any Member of Staff after the discovery of a loss but only if You can conclusively demonstrate that
  - (i) Your failure to obtain References was an Inadvertent Breach, and
  - (ii) You would normally have obtained References for a Member of Staff in this type of role or at a similar level of responsibility.

---

### **(6) Compliance with The Controls**

- (a) We will not be liable to pay any claim if You have not complied with and operated any one or more of The Controls which is material to any part of that claim unless You can conclusively demonstrate that this non-compliance was an Inadvertent Breach of The Controls.
- (b) If We pay or agree to pay any claim or part of any claim where You did not comply with or operate the Controls the amount of The Excess applicable to that claim will be increased by £5,000.

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## Clauses *(continued)*

### **(7) Other Parties having the benefit of Cover**

You will be indemnified under this Section against loss sustained by any

- (a) Subsidiary Company but only if it complies with all other terms and conditions of this Section and policy, and
  - (i) is listed in The Schedule, or
  - (ii) Your details, provided to enable Us to assess the risk, include details in respect of all Subsidiary Companies.

The Employees of any Subsidiary Company will be deemed to be Your Employees and You will be responsible for ensuring compliance with all such terms and conditions.

- (b) Pension fund for which You are the sponsoring employer but only
  - (i) if the fund complies with all other terms and conditions of this Section and policy, and
  - (ii) in respect of loss sustained as a result of the act or acts of Your Employees while working in connection with the fund and either under Your control or under the control of the trustees.

---

### **(8) Section Replaces Previous Cover With Us**

If this Section replaces any previous section, policy or cover issued by an Aviva Group Company

- (a) the indemnity given by this Section will be in continuation of and not in addition to the indemnity given by the previous section, policy or cover.
- (b) provided Extension Interlocking Clause, is applicable under this policy all indemnity given to You by such previous section, policy or cover is cancelled, including any period for the discovery of claims and the Interlocking Clause under this Section will apply in respect of all losses discovered on or after the commencement date of the Section Period.

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### **(9) This Section Replaced by Cover With Us**

If this Section is replaced by a section, policy or cover issued by an Aviva Group Company to which an Interlocking Clause or similar applies, the Discovery Period under this Section will not apply and all indemnity given to You will be under the replacement section, policy or cover for all loss discovered on or after the date of replacement.

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### **(10) Clarification of You/Your/The Policyholder**

However You are described in The Schedule all Insured Parties will be treated as a whole, are a single insured and the individual, company, organisation or other entity whose name appears first in The Schedule will act for all Insured Parties whether they are named in The Schedule or not.

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### **(11) Knowledge Possessed**

Knowledge possessed by any Principal, director, partner, trustee or other officer of any Insured Party will constitute knowledge possessed by You.

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### **(12) Multiple Insured Parties Involved**

- (a) Our aggregate liability for loss or losses sustained by one or more Insured Party will not exceed the amount for which We would be liable if all losses had been sustained by one of them.
- (b) We will not be liable for loss sustained by one or more Insured Party to the advantage of any other Insured Party.

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## Clauses *(continued)*

### (13) Recoveries

If any amounts are recovered they will be distributed first to cover the costs of recovery then to You for the amount of Your loss in excess of the Limit of Indemnity then to Us for the amount paid under the claim and then to You for the amount of The Excess.

---

### (14) Employees Property

All Money, wages, salaries, bonds, deposits and other property in Your possession belonging to or owing to or in respect of an Employee who is the subject of a claim, including any amounts already recovered in respect of the claim must be deducted from the amount of Your claim.

---

### (15) Basis of Settlement

We will not be liable for more than

- (a) the lesser of
  - (i) the market value of securities on the business day immediately preceding the day on which the loss is discovered
  - (ii) the cost of replacing the securities.
- (b) the equivalent in UK currency (currently pounds sterling) of any other currency calculated at the rate of exchange applicable on the date of settlement. All payments hereunder will in the currency normally used by Us in respect of Our business in the UK.
- (c) the cost of labour for the transcription or copying of electronic data, which You will provide, in order to reinstate such data.
- (d) in respect of loss of other Insured Property the lesser of
  - (i) the value at the date of the loss
  - (ii) the cost of repairing or replacing the Insured Property with property of a similar quality and value.

---

### (16) Claims Procedure

- (a) Paragraph (b) of Policy Condition (4) Claims Procedure will not apply to losses sustained under this Section.
- (b) A written claim as specified in paragraph (c) of Policy Condition (4) Claims Procedure will always be required and We will not be liable unless You additionally
  - (i) include the name and address of every Employee, and
  - (ii) include all References obtained in respect of every Member of Staff, and
  - (iii) make available to Us for inspection the personnel or human resources file of every Employeeinvolved or whom You accuse of involvement in any loss whether acting alone or acting In Collusion.



# Asset Protection Employee Dishonesty

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## Extensions

*The following Extensions only apply if stated in The Schedule.*

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### Third Party Computer and Funds Transfer Fraud

We will indemnify You in respect of loss of Insured Property, which You

(1) sustain after the effective date of this Extension and during the Section Period, and

(2) discover prior to the expiry of the Discovery Period

solely and directly as a result of Computer Fraud or Funds Transfer Fraud.

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### Clauses to Extension Third Party Computer & Funds Transfer Fraud

The following Clauses apply to this Extension in addition to the Section Clauses and Conditions.

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### Our Liability - Aggregate

The total aggregate amount We will pay in respect of all losses or claims first discovered within any Period of Insurance will not exceed the Limit of Indemnity.

The Discovery Period will form part of the final Period of Insurance, immediately preceding the Termination Date, solely for the purposes of calculating the aggregate Limit of Indemnity to apply.

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### Minimum Excess

The Excess applicable to each claim under this Extension will be the higher of The Excess shown in The Schedule or £5,000.

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### Exceptions to Extension Third Party Computer & Funds Transfer Fraud

The following Exceptions apply to this Extension in addition to the Section Exceptions and Policy Exceptions at the back of this Policy.

We will not indemnify You in respect of

(1) loss caused by any Employee or Principal alone or in which any Employee or Principal is acting In Collusion.

(2) loss caused by any contractor or agent or other third party alone or acting In Collusion granted access to computer hardware, systems, software or program operated by You.

(3) loss of computer time or use.

---

### Cheque Fraud

We will indemnify You in respect of

(1) loss which You

(a) sustain after the effective date of this Extension and during the Section Period, and

(b) discover prior to the expiry of the Discovery Period

solely and directly as a result of Cheque Fraud.

(2) reasonable legal fees, costs and expenses incurred by You with Our written consent in defence of any proceedings brought to enforce payment as a result of Your refusal to pay or honour any Cheque on the basis that it is Forged or fraudulently altered.

---

### Clauses to Cheque Fraud

The following Clauses apply to this Extension in addition to the Section Clauses and Conditions.

---

### Our Liability - Aggregate

The total aggregate amount We will pay in respect of all losses or claims first discovered within any Period of Insurance will not exceed the Limit of Indemnity.

The Discovery Period will form part of the final Period of Insurance, immediately preceding the Termination Date, solely for the purposes of calculating the aggregate Limit of Indemnity to apply.

# Asset Protection Employee Dishonesty

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## Extensions

(continued)

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### Minimum Excess

The Excess applicable to each claim under this Extension will be the higher of The Excess shown in The Schedule or £5,000.

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### Facsimile Signatures

Mechanically reproduced facsimile signatures will be treated exactly as if they were hand-written signatures.

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### Exceptions to Cheque Fraud

The following Exceptions apply to this Extension in addition to the Section Exceptions and Policy Exceptions at the back of this Policy.

We will not indemnify You in respect of

- (1) loss caused by any Employee or Principal alone or in which any Employee or Principal is acting In Collusion.

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### Interlocking Clause (Cover for losses Prior to Inception)

We will indemnify You in respect of loss sustained prior to the commencement of the Section Period.

---

### Clauses to Interlocking Clause

The following Clauses apply to this Extension in addition to the Section Clauses and Conditions.

---

### Cover Applicable

We will only be liable for the lesser amount that would have been recoverable under

- (a) any prior insurance for which this Section is issued in substitution with all its terms conditions and limitations as they applied at the date of the loss, and
- (b) this Section with all its terms Conditions and limitations as they apply at the date of discovery of the loss had it been in force at the date of the loss.

---

### Prior Wording

We will not be liable under this Extension unless You are able to produce full details of the prior insurance including a copy of the policy wording and schedules and evidence of all checks, controls, minimum standards, system of check and supervision or similar applicable at the time of any loss.

---

### Our Maximum Liability

If losses forming One Claim occur during the periods of both the prior insurance and this Section the maximum amount payable will be the Limit of Indemnity.

---

### Application of Excess

The excess applicable to each claim under this Extension will be the higher of The Excess shown in The Schedule or any excess or similar deduction for the first part of any claim or loss under the prior insurance.

---

### Period for Discovery in Prior Insurance

We will only be liable under this Extension if the loss is discovered after the expiry of any period allowed for discovery under the prior insurance.

---

### References

In respect of a Member of Staff whose employment with You began prior to the commencement of the Section Period

- (a) You will produce to us all references you were required to obtain under the prior insurance in force when such employment began  
and
- (b) if under such prior insurance You are only required to retain references for a period of time the Reference Date will be that date which is such period of time before the commencement date of the Section Period.

## Asset Protection Employee Dishonesty

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### Extensions

*(continued)*

### Continuous Cover

We will only be liable under this Extension if the insurance for which this Section is issued in substitution remained continuously in force from the date of any act, event or occurrence that resulted in the loss until the commencement of the Section Period.

# Revenue Protection Business Interruption (Declaration Linked Basis)

## Definitions

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

## Breakdown

- (1) The breaking, distortion or burning out of any part of the Machinery and Plant which occurs while the Machinery and Plant is being used normally, arising from
    - (a) any mechanical or electrical defect in the Machinery and Plant
    - (b) any sudden and unforeseen failure of any insured boiler or pressure plant
  - (2) the complete severance of a rope
  - (3) the fracturing or distortion of any part of the Machinery and Plant by frost
- including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

## Collapse

The sudden and dangerous distortion of any part of the Machinery and Plant caused by crushing stress by force of steam or fluid pressure.

Collapse does not include distortion by pressure or ignition of flue gases.

## Computer Equipment

Computer equipment, including

- (1) fixed disks
- (2) interconnected wiring
- (3) air conditioning and cooling equipment
- (4) generating and voltage regulating equipment
- (5) satellite, telecommunication links and computerised telephone exchanges
- (6) electronic access equipment
- (7) temperature and humidity recording equipment
- (8) Data Carrying Materials

used for processing, communicating and storing electronic data.

Excluding

- (a) equipment held as stock
- (b) customers' equipment
- (c) facsimile and photocopying machines, digital cameras and similar machinery not used for the processing of electronic data
- (d) equipment which controls or monitors any manufacturing process.

## Damage

Physical loss, destruction or damage.

## Declaration Linked Basis

The Estimated Insured Profit item specified in The Schedule.

## Estimated Insured Profit

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

# Revenue Protection Business Interruption (Declaration Linked Basis)

## Definitions

(continued)

### Insured Profit

(1) The combined value of the Turnover, closing stock and work in progress less

(2) the combined value of opening stock and work in progress and Uninsured Working Expenses.

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

(a) be calculated using Your usual accounting methods.

(b) make due provision for depreciation.

### Indemnity Period

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

### Machinery and Plant

Machinery and plant which is owned by You or for which You are responsible excluding

(1) Vehicles other than purpose built lifting and handling machinery

(2) portable hand tools

(3) personal effects.

Machinery and Plant does not include

(a) Computer Equipment

(b) non-metallic or refractory linings

(c) (i) cutting edges or extrusion heads

(ii) moulds, patterns or dies

(iii) heating elements

(iv) cables, ropes, belts or chains

unless these require replacement as a result of Damage for which We have admitted liability.

### Maximum Indemnity Period

The number of months specified in The Schedule.

### Rate of Insured Profit

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

# Revenue Protection Business Interruption (Declaration Linked Basis)

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## Definitions

*(continued)*

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### Standard Turnover

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

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

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

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

---

### Turnover

Money paid or payable to You for

- (1) goods sold and delivered
  - (2) services provided
- in course of The Business at The Premises.

---

### Uninsured Working Expenses

- (1) Purchases of materials for production or re-sale (less any discounts received).
- (2) Discounts allowed.
- (3) Any additional Uninsured Working Expenses specified in The Schedule.

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

---

## Notes

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

---

## Cover

We will indemnify You in respect of any interruption or interference with The Business resulting from Damage to property

- (1) used by You at The Premises for the purposes of The Business and
- (2) at the premises or situations specified under (2) (c) of Maximum Amount Payable below.

Provided that such Damage

- (a) occurs during the Period of Insurance and
- (b) is not excluded by the All Risks Section of this policy.

# Revenue Protection Business Interruption (Declaration Linked Basis)

---

## Maximum Amount Payable

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

- (1) Damage by Breakdown or Collapse is
  - (a) in respect of Insured Profit  
133⅓% of the Estimated Insured Profit specified in The Schedule  
and
  - (b) in respect of other items  
the Sum Insured specified in The Schedule  
or
  - (c) £250,000whichever is the lower.
- (2) all other Damage is
  - (a) in respect of Insured Profit  
133⅓% of the Estimated Insured Profit specified in The Schedule  
and
  - (b) in respect of other items  
the Sum Insured specified in The Schedule  
or
  - (c) the maximum amounts payable in respect of each of the following premises or situations.

The amounts specified are inclusive of any amounts payable under the provisions of any clause to this Section.

### (i) Exhibition Sites

- (1) Any situation where You are exhibiting or are contracted to exhibit goods or services.
- (2) Your property at or while in transit to or from any such situation in the European Economic Area.

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

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

### (ii) Prevention of Access

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

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

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

# Revenue Protection Business Interruption (Declaration Linked Basis)

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## Maximum Amount Payable *(continued)*

---

### (iii) Unspecified Suppliers

The premises of Your suppliers, including any motor vehicle manufacturer or any manufacturer supplying them with components or materials, situated within England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or any member country of the European Union.

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

- 33.33% of the Estimated Insured Profit Sum Insured specified in The Schedule
- or
- £2,500,000

whichever is the lower.

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

### (iv) Vehicle Storage Sites

Any situation within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, but not in any premises You occupy, where You are storing Vehicles.

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

- 13.33% of the Estimated Insured Profit Sum Insured specified in The Schedule
- or
- £1,000,000

whichever is the lower.

---

## Basis of Settlement

---

This insurance is limited to loss of Insured Profit due to

- (1) reduction in Turnover
- and
- (2) increase in cost of working.

We will pay

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

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



# Revenue Protection Business Interruption (Declaration Linked Basis)

---

## Basis of Settlement (continued)

If at the time of the Damage the Sum Insured on Estimated Insured Profit is less than 50% of the sum produced by applying the Rate of Insured Profit to the Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss and the maximum We will pay is the Estimated Insured Profit specified in The Schedule.

---

## Clauses

*The following clauses apply to this Section.*

---

### Alternative Premises

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

---

### Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (1) producing information We require for investigating any claim and
- (2) confirming the information is in accordance with Your business books.

The maximum We will pay in respect of any claim, including auditor's and professional accountant's charges, is the Estimate Insured Profit specified in The Schedule.

---

### Automatic Reinstatement

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

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

---

### Departments

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

---

### Premium Adjustment

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

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

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

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

# Revenue Protection Business Interruption (Declaration Linked Basis)

---

## Clauses *(continued)*

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### Provisional Premium Adjustment

The first and annual premiums are provisional and they are based on 75% of Estimated Insured Profit.

The premium paid will be adjusted when We receive a declaration for Insured Profit.

The declaration must be

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

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

If the declaration

- (1) adjusted due to a claim as provided for above  
and
- (2) proportionately increased where the Maximum Indemnity Period exceeds 12 months is
  - (a) less than 75% of the Estimated Insured Profit for the relative Period of Insurance  
We will pay to You a pro rata return premium but not more than 33⅓% of the provisional premium paid.
  - (b) greater than 75% of the Estimated Insured Profit for the relative Period of Insurance  
You will pay Us an additional premium, which will be pro rata to the premium paid on 75% of the Estimated Amount.

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

---

### Salvage Sale

If, following Damage giving rise to a claim under this Section, You hold a salvage sale during the Indemnity Period, the Basis of Settlement in respect of reduction in Turnover will be the sum produced by applying the Rate of Insured Profit to the amount by which

- (1) the Turnover during the Indemnity Period less the Turnover from the salvage sale  
falls short of
  - (2) the Standard Turnover
- as a consequence of the Damage.

From this sum We will deduct the amount of Insured Profit actually earned from the salvage sale.

---

### Subrogation Rights Waiver

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

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

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

# Revenue Protection Business Interruption (Declaration Linked Basis)

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## Clauses *(continued)*

---

### Exceptions

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

---

### Uninsured Working Expenses

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

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

---

We will not indemnify You in respect of

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services  
However, We will indemnify You in respect of
  - (a) such Damage which itself results from a cause not otherwise excluded
  - (b) subsequent Damage which is not otherwise excluded.
- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded
- (3) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event contributing concurrently or in any other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (3) (a) and/or (3) (b) above.

Terrorism means

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

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

# Revenue Protection Business Interruption (Declaration Linked Basis)

---

## Exceptions (continued)

- (4) any Damage to Computer and Electronic Equipment, Failure or Loss of Data resulting directly or indirectly from, or in connection with
  - (a) Virus or Similar Mechanism
  - (b) Denial of Service Attack
  - (c) unauthorised access to or use of Computer and Electronic Equipment.However, We will indemnify You in respect of subsequent Damage to property used by You for the purposes of The Business at The Premises caused by or resulting from Defined Contingencies (1) to (11), (13) and (15) which is not otherwise excluded.

---

## Conditions

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

---

## Alteration

We will not indemnify You under this Section if

- (1) any Policyholder
    - (a) agrees a composition or arrangement with creditors or
    - (b) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act) or
    - (c) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator or
    - (d) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed or
    - (e) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge
  - (2) Your interest ceases otherwise than by Your death.
- However, We will indemnify You if We agree otherwise in writing.

---

## Claims Procedures

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

You must

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

# Revenue Protection Business Interruption (Declaration Linked Basis)

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## Conditions

*(continued)*

---

## Payments on Account

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

---

## Property Cover

We will not indemnify You under this Section unless

- (1) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage  
and
- (2) (a) payment has been made or liability admitted for such Damage  
or  
(b) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a specified amount in such insurance policy.

---

## Additional Clauses

*The following additional clauses apply to this Section only if stated in The Schedule. In some instances an additional clause will apply with a standard limit unless specified otherwise in The Schedule.*

---

## Rent Receivable

We will pay in respect of rent receivable the difference between

- (1) the rent which would have been receivable in respect of The Premises during the Indemnity Period but for the Damage
- (2) the amount of rent actually received during the same period  
less any savings in charges or expenses of The Business, payable out of rent receivable, which reduce or cease due to the Damage.

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

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

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

---

## Additional Increased Cost of Working

We will pay the additional expenditure necessarily and reasonably incurred due to the Damage solely for the purpose of avoiding or diminishing the reduction in Turnover during the Indemnity Period and which exceeds the amount recoverable as increase in cost of working, under the Basis of Settlement clause.

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

---

## Failure of Utilities

The insurance by item 1 of this Section is extended to include interruption or interference with The Business during the Period of Insurance as a result of the accidental failure of Your supply of

- (1) electricity
- (2) gas
- (3) water

at the terminal ends of Your supplier's feed to The Premises

## Revenue Protection Business Interruption (Declaration Linked Basis)

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### Additional Clauses

*(continued)*

- 
- (4) telecommunications at the incoming line terminals or receivers at The Premises.

The maximum We will pay in respect of any one claim for accidental failure of telecommunications is

- (a) the Estimated Insured Profit Sum Insured specified in The Schedule  
or

- (b) £2,500,000

whichever is the lower.

We will not indemnify You in respect of any accidental failure

- (1) caused by

- (a) the deliberate act of Your supplier  
(b) the exercise of Your supplier's power to withdraw or restrict supply or services  
(c) industrial action

- (2) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man

- (3) of electricity supplies lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any generating station or sub-station of Your supplier(s) of electricity in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France

- (4) of gas supplies lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of

- (a) Your supplier(s) of gas  
and

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

- (5) of water supplies

- (a) caused by drought or other weather conditions unless equipment has been damaged

- (b) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any water works or pumping station of Your supplier(s) of water in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man

- (6) of telecommunications

- (a) caused by

- (i) atmospheric or weather conditions but this will not exclude accidental failure due to Damage to telecommunications equipment caused by such conditions  
(ii) failure of any satellite  
(iii) drought

- (b) lasting less than 24 consecutive hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of Your supplier(s) of telecommunications and internet services in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

# Revenue Protection Business Interruption (Declaration Linked Basis)

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## Additional Clauses (continued)

---

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

We will indemnify You in respect of loss resulting from interruption of or interference with The Business during the Period of Insurance due to

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

The maximum We will pay in respect of all losses occurring during the Period of Insurance is

- (i) 13.33% of the Estimated Insured Profit Sum Insured specified under item 1 of The Schedule
- or
- (ii) £100,000

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

The provisions of the Automatic Reinstatement clause do not apply to this additional clause.

We will not indemnify You in respect of any costs incurred in cleaning, repair, replacement, recall or checking of property.

### Definitions

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

### Indemnity Period

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

# Revenue Protection Business Interruption (Declaration Linked Basis)

## Additional Clauses (continued)

### Maximum Indemnity Period

Three months

- (1) beginning with  
and
- (2) ending not later than three months after  
the date of the accident, occurrence or discovery.

### Specified Disease

Any of the following diseases contracted by any person

- |     |  |  |
|-----|--|--|
| (a) | Acute encephalitis                                       | Ophthalmia neonatorum                  |
|     | Acute poliomyelitis                                      | Paratyphoid fever                      |
|     | Anthrax  | Puerperal fever                        |
|     | Chicken pox  | Plague                                 |
|     | Cholera  | Rabies                                 |
|     | Diphtheria   | Relapsing fevers                       |
|     | Dysentery  | Rubella                                |
|     | Erysipeloid  | Scarlet fever                          |
|     | Legionellosis  | Smallpox                               |
|     | Legionnaires Disease                                     | Tetanus                                |
|     | Leprosy  | Toxoplasmosis                          |
|     | Leptospirosis  | Tuberculosis                           |
|     | Lyme Disease   | Typhoid fever                          |
|     | Malaria  | Typhus fever                           |
|     | Measles  | Viral hepatitis                        |
|     | Meningitis   | Whooping cough                         |
|     | Meningococcal septicaemia                                | Yellow fever.                          |
|     | Mumps  |  |
| (b) | Viral haemorrhagic fever caused by the following viruses |  |
|     | Lassa virus  | Marburg virus                          |
|     | Junin virus  | Crimean-Congo haemorrhagic fever virus |
|     | Machupo virus  | Hanta virus                            |
|     | Sabia virus  | Rift Valley fever virus                |
|     | Guanarito virus  | Yellow fever virus                     |
|     | Ebola virus  | Dengue virus.                          |

### Condition

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

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



# Revenue Protection Business Interruption (Sum Insured Basis)

---

## Definitions

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

---

## Breakdown

- (1) The breaking, distortion or burning out of any part of the Machinery and Plant which occurs while the Machinery and Plant is being used normally, arising from
    - (a) any mechanical or electrical defect in the Machinery and Plant
    - (b) any sudden and unforeseen failure of any insured boiler or pressure plant
  - (2) the complete severance of a rope
  - (3) the fracturing or distortion of any part of the Machinery and Plant by frost
- including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

---

## Collapse

The sudden and dangerous distortion of any part of the Machinery and Plant caused by crushing stress by force of steam or fluid pressure.

Collapse does not include distortion by pressure or ignition of flue gases.

---

## Computer Equipment

- Computer equipment, including
- (1) fixed disks
  - (2) interconnected wiring
  - (3) air conditioning and cooling equipment
  - (4) generating and voltage regulating equipment
  - (5) satellite, telecommunication links and computerised telephone exchanges
  - (6) electronic access equipment
  - (7) temperature and humidity recording equipment
  - (8) Data Carrying Materials
- used for processing, communicating and storing electronic data.
- Excluding
- (a) equipment held as stock
  - (b) customers' equipment
  - (c) facsimile and photocopying machines, digital cameras and similar machinery not used for the processing of electronic data
  - (d) equipment which controls or monitors any manufacturing process.

---

## Damage

Physical loss, destruction or damage.

# Revenue Protection Business Interruption (Sum Insured Basis)

## Definitions

(continued)

### Insured Profit

- (1) The combined value of the Turnover, closing stock and work in progress less
  - (2) the combined value of opening stock and work in progress and Uninsured Working Expenses.
- The values of opening and closing stocks and work in progress will
- (a) be calculated using Your usual accounting methods.
  - (b) make due provision for depreciation.

### Indemnity Period

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

### Machinery and Plant

Machinery and plant which is owned by You or for which You are responsible excluding

- (1) Vehicles other than purpose built lifting and handling machinery
- (2) portable hand tools
- (3) personal effects.

Machinery and Plant does not include

- (a) Computer Equipment
- (b) non-metallic or refractory linings
- (c)
  - (i) cutting edges or extrusion heads
  - (ii) moulds, patterns or dies
  - (iii) heating elements
  - (iv) cables, ropes, belts or chainsunless these require replacement as a result of Damage for which We have admitted liability.

### Maximum Indemnity Period

The number of months specified in The Schedule.

### Rate of Insured Profit

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

### Annual Turnover

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

# Revenue Protection Business Interruption (Sum Insured Basis)

## Definitions

*(continued)*

### Standard Turnover

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

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

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

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

### Sum Insured

The Revenue Sum Insured specified in The Schedule.

### Turnover

Money paid or payable to You for

- (1) goods sold and delivered
  - (2) services provided
- in course of The Business at The Premises.

### Uninsured Working Expenses

- (1) Purchases of materials for production or re-sale (less any discounts received).
- (2) Discounts allowed.
- (3) Any additional Uninsured Working Expenses specified in The Schedule.

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

## Notes

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

## Cover

We will indemnify You in respect of any interruption or interference with The Business resulting from Damage to property

- (1) used by You at The Premises for the purposes of The Business and
- (2) at the premises or situations specified under (2) (b) of Maximum Amount Payable below.

Provided that such Damage

- (a) occurs during the Period of Insurance and
- (b) is not excluded by the All Risks Section of this policy.

## Revenue Protection Business Interruption (Sum Insured Basis)

---

### Maximum Amount Payable

---

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

- (1) Damage by Breakdown or Collapse is
  - (a) the Sum Insured on each item specified in The Schedule or
  - (b) £250,000whichever is the lower.
- (2) all other Damage is
  - (a) the Sum Insured on each item specified in The Schedule or
  - (b) the maximum amounts payable in respect of each of the following premises or situations.

The amounts specified are inclusive of any amounts payable under the provisions of any clause to this Section.

#### (i) Exhibition Sites

- (1) Any situation where You are exhibiting or are contracted to exhibit goods or services.
- (2) Your property at or while in transit to or from any such situation in the European Economic Area.

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

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

#### (ii) Prevention of Access

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

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

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

#### (iii) Unspecified Suppliers

The premises of Your suppliers, including any motor vehicle manufacturer or any manufacturer supplying them with components or materials, situated within England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or any member country of the European Union.

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

- 25% of the Insured Profit Sum Insured specified in The Schedule or
- £2,500,000

whichever is the lower.

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

# Revenue Protection Business Interruption (Sum Insured Basis)

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## Maximum Amount Payable *(continued)*

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### (iv) Vehicle Storage Sites

Any situation within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, but not in any premises You occupy, where You are storing Vehicles.

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

- 10% of the Insured Profit Sum Insured specified in The Schedule or
  - £1,000,000
- whichever is the lower.

---

## Basis of Settlement

This insurance is limited to loss of Insured Profit due to

- (1) reduction in Turnover and
- (2) increase in cost of working.

We will pay

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

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

If at the time of the Damage the Sum Insured is less than the sum produced by applying the Rate of Insured Profit to the Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.

---

## Clauses

*The following clauses apply to this Section.*

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### Alternative Premises

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

---

### Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (1) producing information We require for investigating any claim and
- (2) confirming the information is in accordance with Your business books.

The maximum We will pay in respect of any claim, including auditor's and professional accountant's charges, is the Sum Insured specified in The Schedule.

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### Automatic Reinstatement

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

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

# Revenue Protection Business Interruption (Sum Insured Basis)

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## Clauses *(continued)*

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### Departments

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

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

---

### Provisional Premium Adjustment

The first and annual premiums are provisional and they represent

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

Within six months of the expiry of each Period of Insurance You must provide Us with a declaration of the Earned Profit amount earned during the financial year most nearly concurrent with such Period of Insurance, as reported by Your professional accountants.

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

If the declaration

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

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

---

### Return Premium

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

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

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

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

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

# Revenue Protection Business Interruption (Sum Insured Basis)

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## Clauses (continued)

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### Salvage Sale

If, following Damage giving rise to a claim under this Section, You hold a salvage sale during the Indemnity Period, the Basis of Settlement in respect of reduction in Turnover will be the sum produced by applying the Rate of Insured Profit to the amount by which

- (1) the Turnover during the Indemnity Period less the Turnover from the salvage sale  
falls short of
  - (2) the Standard Turnover
- as a consequence of the Damage.

From this sum We will deduct the amount of Insured Profit actually earned from the salvage sale.

---

### Subrogation Rights Waiver

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

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

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

---

### Uninsured Working Expenses

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

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

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---

## Exceptions

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

---

We will not indemnify You in respect of

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services  
However, We will indemnify You in respect of
  - (a) such Damage which itself results from a cause not otherwise excluded
  - (b) subsequent Damage which is not otherwise excluded.
- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded
- (3) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event contributing concurrently or in any other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (3) (a) and/or (3) (b) above.

# Revenue Protection Business Interruption (Sum Insured Basis)

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## Exceptions

*(continued)*

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Terrorism means

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

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

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

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

---

## Conditions

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

---

## Alteration

We will not indemnify You under this Section if

- (1) any Policyholder
  - (a) agrees a composition or arrangement with creditors or
  - (b) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act) or
  - (c) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator or
  - (d) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed or



# Revenue Protection Business Interruption (Sum Insured Basis)

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## Conditions

(continued)

- (e) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge

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

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

---

## Claims Procedures

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

You must

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

---

## Payments on Account

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

---

## Property Cover

We will not indemnify You under this Section unless

- (1) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage
- and
- (2) (a) payment has been made or liability admitted for such Damage
- or
- (b) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a specified amount in such insurance policy.

---

## Additional Clauses

*The following additional clauses apply to this Section only if stated in The Schedule. In some instances an additional clause will apply with a standard limit unless specified otherwise in The Schedule.*

---

## Rent Receivable

We will pay in respect of rent receivable the difference between

- (1) the rent which would have been receivable in respect of The Premises during the Indemnity Period but for the Damage
  - (2) the amount of rent actually received during the same period
- less any savings in charges or expenses of The Business, payable out of rent receivable, which reduce or cease due to the Damage.

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

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

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

# Revenue Protection Business Interruption (Sum Insured Basis)

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## Additional Clauses (continued)

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### Additional Increased Cost of Working

We will pay the additional expenditure necessarily and reasonably incurred due to the Damage solely for the purpose of avoiding or diminishing the reduction in Turnover during the Indemnity Period and which exceeds the amount recoverable as increase in cost of working, under the Basis of Settlement clause. The maximum We will pay is the Sum Insured specified in The Schedule.

---

### Failure of Utilities

The insurance by item 1 of this Section is extended to include interruption or interference with The Business during the Period of Insurance as a result of the accidental failure of Your supply of

- (1) electricity
- (2) gas
- (3) water

at the terminal ends of Your supplier's feed to The Premises

- (4) telecommunications at the incoming line terminals or receivers at The Premises.

The maximum We will pay in respect of any one claim for accidental failure of telecommunications is

- (a) the Insured Profit Sum Insured specified in The Schedule  
or
  - (b) £2,500,000
- whichever is the lower.

We will not indemnify You in respect of any accidental failure

- (1) caused by
  - (a) the deliberate act of Your supplier
  - (b) the exercise of Your supplier's power to withdraw or restrict supply or services
  - (c) industrial action
- (2) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (3) of electricity supplies lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any generating station or sub-station of Your supplier(s) of electricity in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France
- (4) of gas supplies lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of
  - (a) Your supplier(s) of gas  
and
  - (b) any natural gas producer directly linked to Your supplier(s) of gas in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) of water supplies
  - (a) caused by drought or other weather conditions unless equipment has been damaged
  - (b) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any water works or pumping station of Your supplier(s) of water in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man

## Revenue Protection Business Interruption (Sum Insured Basis)

---

### Additional Clauses (continued)

- 
- (6) of telecommunications
    - (a) caused by
      - (i) atmospheric or weather conditions but this will not exclude accidental failure due to Damage to telecommunications equipment caused by such conditions
      - (ii) failure of any satellite
      - (iii) drought
    - (b) lasting less than 24 consecutive hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of Your supplier(s) of telecommunications and internet services in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.
- 

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

We will indemnify You in respect of loss resulting from interruption of or interference with The Business during the Period of Insurance due to

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

The maximum We will pay in respect of all losses occurring during the Period of Insurance is

- (i) 10% of the Insured Profit Sum Insured specified under item 1 of The Schedule
- or
- (ii) £100,000

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

The provisions of the Automatic Reinstatement clause do not apply to this additional clause.

We will not indemnify You in respect of any costs incurred in cleaning, repair, replacement, recall or checking of property.

### **Definitions**

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

### **Indemnity Period**

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

# Revenue Protection Business Interruption (Sum Insured Basis)

## Additional Clauses (continued)

### Maximum Indemnity Period

Three months

- (1) beginning with  
and
- (2) ending not later than three months after  
the date of the accident, occurrence or discovery.

### Specified Disease

Any of the following diseases contracted by any person

- |     |  |  |
|-----|--|--|
| (a) | Acute encephalitis                                       | Ophthalmia neonatorum                  |
|     | Acute poliomyelitis                                      | Paratyphoid fever                      |
|     | Anthrax  | Puerperal fever                        |
|     | Chicken pox  | Plague                                 |
|     | Cholera  | Rabies                                 |
|     | Diphtheria   | Relapsing fevers                       |
|     | Dysentery  | Rubella                                |
|     | Erysipeloid  | Scarlet fever                          |
|     | Legionellosis  | Smallpox                               |
|     | Legionnaires Disease                                     | Tetanus                                |
|     | Leprosy  | Toxoplasmosis                          |
|     | Leptospirosis  | Tuberculosis                           |
|     | Lyme Disease   | Typhoid fever                          |
|     | Malaria  | Typhus fever                           |
|     | Measles  | Viral hepatitis                        |
|     | Meningitis   | Whooping cough                         |
|     | Meningococcal septicaemia                                | Yellow fever.                          |
|     | Mumps  |  |
| (b) | Viral haemorrhagic fever caused by the following viruses |  |
|     | Lassa virus  | Marburg virus                          |
|     | Junin virus  | Crimean-Congo haemorrhagic fever virus |
|     | Machupo virus  | Hanta virus                            |
|     | Sabia virus  | Rift Valley fever virus                |
|     | Guanarito virus  | Yellow fever virus                     |
|     | Ebola virus  | Dengue virus.                          |

### Condition

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

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

# Revenue Protection Book Debts

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## Definitions

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

---

## Book Debts

Your reasonable estimate of the total outstanding debits at the date of the Damage, to be agreed with Us, adjustment having been made for bad debts.

---

## Damage

Physical loss, destruction or damage.

---

## Cover

We will indemnify You, as detailed in the Basis of Settlement, in respect of loss of Book Debts directly due to Damage to Your books of account and other business books or records at The Premises.

Provided that such Damage

- (1) occurs during the Period of Insurance
- (2) is not excluded by the All Risks Section of this policy.

---

## Basis of Settlement

- 
- (1) This insurance is limited to loss of Book Debts due to Damage.

We will pay

- (a) the difference between

- (i) the Book Debts

and

- (ii) the total of the amounts received or traced

- (b) the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage

provided that if the Sum Insured by this item be less than the Book Debts the amount payable shall be proportionately reduced.

- (2) If We require any information to verify a claim Your professional accountants at the time of the claim may produce and report details contained in business books or records. Their report will be accepted as prima facie evidence of the details.

We will pay Your professional accountant's charges for

- (a) producing information We require for investigating any claim

and

- (b) confirming the information in accordance with Your business books.

The maximum We will pay in respect of any claim, including professional accountant's fees, is the Sum Insured specified in The Schedule.

# Revenue Protection Book Debts

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## Clauses

*The following clauses apply to this Section.*

---

## Automatic Reinstatement

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

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

---

## Temporary Removal

We will indemnify You in respect of loss of Book Debts resulting from Damage occurring within England, Wales, Scotland, the Republic of Ireland, Northern Ireland, the Channel Islands or the Isle of Man to Your books of account, other business books or records while temporarily removed to any premises occupied by persons acting on Your behalf or while in transit.

---

## Exceptions

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

We will not indemnify You in respect of

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

However, We will indemnify You in respect of

- (a) such Damage which itself results from a cause not otherwise excluded
  - (b) subsequent Damage which is not otherwise excluded.
- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded.
- (3) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event contributing concurrently or in any other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (3) (a) and/or (3) (b) above.

Terrorism means

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

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

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## Exceptions

*(continued)*

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

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

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

- (5) theft of business records where You, Your partners, directors or Employees or any member of Your household is involved as principal or accessory.
- (6) theft from any Unattended Vehicle.
- (7) fraud, trick or deception.
- (8) the deliberate falsification of business records.
- (9) mislaying or misfiling of business records, clerical errors or omissions, wear and tear, gradual deterioration, rust, damp, mildew or vermin, mould or fungus.

---

## Conditions

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

---

### (1) Alteration

We will not indemnify You under this Section if

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

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

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## Conditions (continued)

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### (2) Claims Procedures

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

You must

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

---

### (3) Property Cover

We will not indemnify You under this Section unless

- (a) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage
- and
- (b) (i) payment has been made or liability admitted for such Damage
- or
- (ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

---

### (4) Subrogation Rights Waiver

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

- (a) whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (b) which is a subsidiary of a parent company of which You are Yourself a subsidiary as defined in, or within the meaning of the relevant Companies Act or Companies (NI) Order, current at the time of the Damage.

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### (5) Payments on Account

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

---

## Additional Condition

*The following additional condition applies to this Section.*

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### Fire Resisting Storage

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

You must ensure that all Your books of account or other business books or records in which Your Customers' Accounts are shown will be kept in fire resisting safes or cabinets when not in use.



# Asset and Revenue Protection Terrorism

## Definitions

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

### Act of Terrorism

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

### Denial of Service Attack

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

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

### Excess

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

### Hacking

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

### Heads of Cover

Any of the following types of direct insurance cover

- (1) Buildings and completed structures
- (2) Other property
- (3) Business Interruption
- (4) Book Debts

insured under this policy.

### Nuclear Installation

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

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

### Nuclear Reactor

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

# Asset and Revenue Protection Terrorism

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## Definitions

*(continued)*

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### Private Individual

Any person other than a

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

Where

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

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### Residential Property

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

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### Treasury

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

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### Virus or Similar Mechanism

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

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

# Asset and Revenue Protection Terrorism

---

## Cover

We will indemnify You in respect of all losses arising under any of the Heads of Cover resulting from loss or destruction of or damage to property insured under this policy directly caused by an Act of Terrorism occurring during the Period of Insurance at The Premises but only in England, Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands), subject to the definitions, exceptions and conditions herein.

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

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

---

## Conditions

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

- (1) The insurance provided by this Section is subject to all the Definitions, Conditions and Clauses of the Sections of this policy where the Head of Cover is otherwise insured.  
  
If there is conflict between this Section and the rest of the policy, this Section will prevail.
- (2) We will not indemnify You unless and until
  - (a) the Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism,
  - or
  - (b) in the event of the Treasury refusing to issue such a certificate a tribunal formed by agreement between Us and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism.
- (3) If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim
  - (a) You must declare to Us all property and/or premises owned by You, or for which You are responsible, including all such property and/or premises of subsidiary companies unless it is the practice of any subsidiary company to effect its own insurance
  - (b) You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises.
- (4) We may cancel the cover provided by this Section
  - (a) by sending You 30 days written notice to Your last known address  
  
We will refund a proportionate part of any premium paid for the unexpired period
  - (b) immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement  
  
We will not refund any instalment paid.

# Asset and Revenue Protection Terrorism

---

## Exceptions

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

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

- (1) directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from
  - (a) damage to any computer, or other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information, programs or software) and whether Your property or not, where such damage is caused by Virus or Similar Mechanism, Hacking or Denial of Service Attack.
  - (b) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (2) as a result of loss or destruction of or damage to Residential Property insured in the name of a Private Individual.
- (3) as a result of loss or destruction of or damage to any property at a Nuclear Installation or Nuclear Reactor.

## Asset Protection and Motor Liabilities Road Risks

### Definitions

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

<b>Bodily Injury</b>	Bodily injury including death, illness, disease or nervous shock.
<b>Compensation</b>	Damages, including interest.
<b>Costs and Expenses</b>	<p>(1) Fees and disbursements for The Insured's legal representation</p> <ul style="list-style-type: none"><li>(a) at any Coroner's Inquest</li><li>(b) at any Fatal Accident Inquiry</li><li>(c) in any proceedings brought under the Road Traffic Acts</li></ul> <p>We will not pay for</p> <ul style="list-style-type: none"><li>(i) a plea of mitigation (unless the offence The Insured is charged with carries a custodial sentence)</li><li>(ii) appeals.</li></ul> <p>(2) Costs and expenses incurred with Our written consent</p> <p>(3) Any claimant's legal costs for which The Insured is legally liable</p> <p>in connection with any event which is or may be the subject of indemnity under this Section.</p>
<b>Damage</b>	Accidental loss, destruction or damage.
<b>Excess</b>	The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim under Part A of this Section.
<b>Goods-carrying Vehicle</b>	A motor vehicle manufactured or adapted for the carriage of goods.
<b>Green Card</b>	<p>A document required by certain countries which are</p> <ul style="list-style-type: none"><li>(1) not members of the European Union</li></ul> <p>and</p> <ul style="list-style-type: none"><li>(2) members of, and comply with, the Green Card system</li></ul> <p>to provide proof of the minimum compulsory insurance cover required by law to drive in that country.</p>

## Asset Protection and Motor Liabilities Road Risks

### Definitions (continued)

#### Insured Vehicle

- (1) Any motor vehicle detailed in paragraph 1 of the Certificate of Motor Insurance
- (2) Any Vehicle (mechanically propelled or otherwise) attached to a motor vehicle described in (1) above for the purpose of being towed
- (3) any Vehicle being conveyed in or on a Vehicle described in (1) or (2) above  
excluding
  - (a) any Vehicle transporter (or Vehicle transporter and trailer) capable of carrying more than two Vehicles at any one time, unless the Vehicle is in Your custody or control for sale, repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment
  - (b) any Vehicle carried by a Vehicle transporter (or Vehicle transporter and trailer) capable of carrying more than two Vehicles at any one time except where transportation is by rail.

#### Motorhome

A motor vehicle not exceeding 7.5 tonnes gross vehicle weight manufactured or adapted to provide temporary living accommodation.

#### Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all loss, damage and injury directly or indirectly caused by such pollution or contamination.

#### Private Hire

Use of an Insured Vehicle having no more than nine seats (seven in Northern Ireland), including the driver's seat, for the carriage of passengers for hire or reward other than under a Hackney Carriage licence.

#### Spouse

The partner, civil partner, husband or wife of the person who is entitled to drive and use the Insured Vehicle as specified in the Certificate of Motor Insurance provided they

- (1) live at the same address as, and share financial responsibilities with, such person  
and
- (2) are permitted by the Certificate of Motor Insurance to drive and use the Insured Vehicle.

# Asset Protection and Motor Liabilities Road Risks

## Definitions (continued)

<b>Terrorism</b>	<p>(1) Any act or acts including but not limited to</p> <p>(a) the use or threat of force and/or violence and/or</p> <p>(b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means</p> <p>caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part, for political, religious, ideological or similar purposes.</p> <p>(2) Any action taken in controlling, preventing, suppressing or in any way relating to (1) above.</p>
<b>The Insured</b>	<p>(1) You.</p> <p>(2) Your personal representatives in respect of legal liability You incur.</p> <p>(3) (a) Any person who is permitted by the Certificate of Motor Insurance to drive and use the Insured Vehicle, while driving or using the Insured Vehicle</p> <p>(b) At Your request</p> <p>(i) any passenger travelling in, or getting into or out of the Insured Vehicle</p> <p>(ii) the owner of the Insured Vehicle</p> <p>(iii) any principal for whom You are carrying out a contract, to the extent required by the contract conditions</p> <p>or the personal representatives of any of these persons, in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.</p> <p>Each indemnified party will be subject to the terms of this Section so far as they apply.</p>
<b>The Limit of Indemnity</b>	<p>(1) The amount specified in The Schedule or</p> <p>(2) any greater sum as may be required by the Road Traffic Acts which We will pay under Part B of this Section in respect of any one claim or series of claims against The Insured arising out of one cause.</p>
<b>The Territorial Limits</b>	<p>England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein), including transit between these countries.</p>

# Asset Protection and Motor Liabilities Road Risks

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## Part A - Damage Cover

We will indemnify You in respect of Damage to the Insured Vehicle occurring during the Period of Insurance within The Territorial Limits, including the reasonable cost of its

- (1) protection and removal to the nearest repairer.
- (2) delivery to The Premises after repair.

If to Our knowledge the Insured Vehicle is subject to a hire purchase, leasing or contract hire agreement, any payment will be made to the owner described in the agreement, whose receipt will be a full and final discharge to Us.

You may commence reasonable repairs to the Insured Vehicle without prior notice provided We are immediately supplied with a detailed estimate. We reserve the right to seek alternative estimates.

---

## Clauses

*The following clauses apply to Part A of this Section in addition to the Clauses to Parts A and B, and the Additional Clauses where applicable.*

---

### Contract Sale Price

If an Insured Vehicle sold by You which is

- (1) undelivered
- and
- (2) Your responsibility

suffers Damage insured by this Section and as a consequence the contract of sale is cancelled under the conditions of sale, then Our liability will be based on the contract price for the Insured Vehicle.

---

### Discount to Effect Sale

If a new Insured Vehicle held for sale by You suffers Damage to the extent that requires notification to a prospective purchaser, We will pay any reasonable discount from its sale price to effect a sale.

The maximum We will pay in respect of any one claim is £5,000.

We will not indemnify You in respect of

- (1) the Excess
- or
- (2) the first £500 or any such discount
- or
- (3) the first 10% of any such discount

whichever is the higher.

---

### Locks and Keys

We will indemnify You in respect of the cost of replacing the

- (1) affected locks
- (2) keys or key cards, the remote control transmitter and central locking interface
- (3) affected parts of the engine control unit, alarm and/or immobiliser

in the event of theft of the keys, key cards or remote control transmitter of the Insured Vehicle or such keys, key cards or transmitters being lost.

The maximum We will pay for all losses occurring during any one Period of Insurance is £50,000.

We will not indemnify You unless there is reasonable belief that

- (a) such keys, key cards or transmitters are in the possession of a person other than You
- and
- (b) that person will know the identity or the garaging address of the Insured Vehicle.



# Asset Protection and Motor Liabilities Road Risks

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## Clauses

(continued)

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### New Vehicle Replacement

Where the Insured Vehicle is

- (1) owned and registered by You as new (or purchased by You under a hire purchase agreement or leased or hired by You under any type of leasing or contract hire agreement)  
or
- (2) a Private Car or Motorcycle owned and registered by Your customer as new (or purchased by Your customer under a hire purchase agreement or leased or hired by Your customer under any type of leasing or contract hire agreement)

We will replace such Insured Vehicle with a new Vehicle of the same make and specification, subject to availability, if within 12 months of first registration it

- (a) sustains Damage in any single incident covered by this Section to an extent greater than 50% of its United Kingdom list price (including vehicle taxes) at the time of its purchase  
or
- (b) is stolen and not recovered.

Replacement is subject to the agreement of any interested hire purchase, leasing or contract hire company if applicable.

New Vehicle replacement does not apply to trailers and agricultural implements.

---

### Vehicles in Custody of Sub-contractors

We will indemnify You in respect of Damage to an Insured Vehicle while temporarily in the custody or control of Your sub-contractor.

---

### Young and Novice Drivers – Excess

The following Excesses will apply in addition to any other Excess while the Insured Vehicle is being driven by a person who is

- |   |       |
|---|-------|
| (1) aged under 21 years                   | £300  |
| (2) aged over 21 but under 25 years       | £200  |
| (3) a Novice Driver aged 25 years or over | £200. |

For the purposes of this clause a Novice Driver means a driver who

- (a) holds a provisional licence  
or
- (b) has held a full licence for less than 12 months.

---

## Exceptions

*The following exceptions apply to Part A of this Section in addition to the Exceptions to Parts A and B, and the Policy Exceptions at the back of this policy.*

---

We will not indemnify You in respect of

- (1) loss of use other than as provided under Part B of this Section
- (2) depreciation, wear and tear
- (3)
  - (a) mechanical
  - (b) electrical
  - (c) electronicfailure or breakdown

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

- (4) Computer and Electronic Equipment failure or malfunction
- (5) Damage to tyres caused by braking or by punctures, cuts or bursts
- (6) Damage resulting directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- (7) loss of value following repair other than as provided under the Discount to Effect Sale clause

# Asset Protection and Motor Liabilities Road Risks

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## Exceptions (continued)

- (8) Damage arising during or in consequence of riot or civil commotion occurring
  - (a) in Northern Ireland
  - (b) outside The Territorial Limits
- (9) Damage arising from confiscation, requisition or destruction by or under order of any government or any local or public authority
- (10) the Excess.

---

## Part B - Liability Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation
- and

- (2) Costs and Expenses
- in respect of

- (a) Bodily Injury
- (b) Damage to property

arising out of an accident caused by or in connection with the Insured Vehicle, including its loading and unloading, during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

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

Where We are required to provide indemnity in respect of Terrorism by virtue of the Road Traffic Acts, The Limit of Indemnity in respect of Damage to property is

- (1) £5,000,000 for any one claim or all claims of a series consequent on or attributable to one original cause
- or
- (2) any greater sum as may be required by the Road Traffic Acts.

---

## Clauses

*The following clauses apply to Part B of this Section in addition to the Clauses to Parts A and B, and the Additional Clauses where applicable.*

---

### Contents of Customers' Vehicles

We will indemnify You in respect of Your legal liability for Damage to the contents of Your customers' vehicles while in Your custody or control.

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

- (1) £250,000 for a commercial load
- (2) £5,000 for all other contents.

We will not indemnify You in respect of loss of use of the contents of Your customers' Vehicles.

---

### Contingent Liability

We will indemnify You in respect of Your legal liability for

- (1) Bodily Injury
  - (2) Damage to property
- arising in connection with
- (a) any Vehicle which does not

- (i) belong to You
  - nor
  - (ii) is in Your custody or control

while it is being used in the course of The Business within The Territorial Limits.

# Asset Protection and Motor Liabilities Road Risks

---

## Clauses (continued)

- (b) an Insured Vehicle while
  - (i) in the custody or control of Your subcontractor
  - (ii) hired or loaned to Your customer while the customer's Vehicle is in Your custody or control for repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment.

If however You have failed to fulfil the following condition You will lose Your right to indemnity or payment for any claim made against You.

In respect of

- (1) any Vehicle being used in connection with The Business which does not belong to You, nor is in Your custody or control
- (2) an Insured Vehicle in the custody or control of Your subcontractor or customer

You must take all reasonable measures to ensure a valid motor insurance exists for the period the Vehicle is in the custody or control of such person(s).

We will not indemnify You where indemnity is provided under any other policy.

---

### Contractual Liability

We will indemnify The Insured in respect of legal liability for

- (1) Bodily Injury
- (2) Damage to property

imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

---

### Cross Liabilities

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

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

---

### Damage to Customers' Vehicles Being Worked Upon

We will indemnify You in respect of Your legal liability for Damage to any Vehicle not belonging to You but which is in Your custody or control (including costs and expenses incurred with Our written consent) caused by Your faulty or defective repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment.

We will not indemnify You in respect of

- (1) the cost of redoing the original repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment that gave rise to the Damage
- (2) the amount of the Excess applicable under Part A of this Section, as specified in The Schedule.

Any payment made by Us will not be regarded as a claim for the purposes of the No Claim Discount clause.

---

### Detached Trailers

We will indemnify The Insured in respect of legal liability arising from any trailer which is detached from an Insured Vehicle but only so far as is necessary by virtue of the Road Traffic Acts and provided that the insurance of such trailer is Your responsibility.

# Asset Protection and Motor Liabilities Road Risks

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## Clauses (continued)

---

### Direct Right of Access

Third parties may contact Us direct in the event of an accident caused by or in connection with the Insured Vehicle, as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances We may deal with any claim, subject to the terms, conditions and exceptions of this policy.

---

### Driving Other Vehicles

We will indemnify You or any partner or director of Yours who is driving for social, domestic or pleasure purposes any motor vehicle

(1) not owned by or in the custody or control of You in connection with The Business  
or

(2) not owned by or hired under a hire purchase, leasing or contract hire agreement to such partner or director

provided that

(a) indemnity is not provided under any other policy

(b) The Limit of Indemnity will not be exceeded as a result of indemnifying more than one person.

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

---

### Emergency Treatment Fees

We will pay emergency treatment fees where liability for such treatment arises under the Road Traffic Acts. Any payment made by Us will not be regarded as a claim for the purposes of the No Claim Discount clause.

---

### Legal Costs and Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007 and Health and Safety Legislation

We will indemnify You in respect of

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

(2) costs of prosecution awarded against You

which arise from any health and safety inquiry or criminal proceedings for any breach of the

(a) Health and Safety at Work etc Act 1974

(b) Health and Safety at Work (Northern Ireland) Order 1978

(c) Corporate Manslaughter and Corporate Homicide Act 2007.

The maximum We will pay in respect of legal fees, costs and expenses under the Health and Safety at Work etc Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 is £100,000.

We will not provide indemnity

(i) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Territorial Limits and in connection with The Business

(ii) unless the proceedings relate to an actual or alleged incident arising from the ownership, possession or use by or on behalf of You of any Vehicle in circumstances where compulsory insurance or security is necessary to meet the requirements of the Road Traffic Acts

(iii) in respect of proceedings which result from any deliberate act or omission by You

(iv) where indemnity is provided by another insurance policy.

---

### Loss of Use of Customers' Vehicles

We will indemnify You in respect of Your legal liability for loss of use of a customer's Vehicle following Damage to such Vehicle while in Your custody or control and which is insured under Part A of this Section.

You must repair or replace the customer's Vehicle as soon as possible.

The maximum We will pay in respect of any one occurrence is £100,000.

# Asset Protection and Motor Liabilities Road Risks

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## Clauses

(continued)

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### Payment for Court Attendance

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

The maximum We will pay for

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

---

## Exceptions

*The following exceptions apply to Part B of this Section in addition to the Exceptions to Parts A and B and the Policy Exceptions at the back of this policy.*

---

We will not provide indemnity in respect of

- (1) Bodily Injury or Damage to property
  - (a) if The Insured is entitled to indemnity under any other policy
  - (b) caused or arising beyond the limits of any carriageway or thoroughfare in connection with
    - (i) the bringing of the load to the Insured Vehicle for loading it
    - (ii) the taking away of the load after unloading itby any person other than the driver or attendant of such Insured Vehicle
  - (c) while the Insured Vehicle is being used
    - (i) in that part of an aerodrome or airport provided for the take-off and landing of aircraft on the surface
    - (ii) on aircraft parking aprons including associated service roads and ground equipment areas
    - (iii) on those parts of passenger terminals which come within the Customs examination areaexcept so far as is necessary to meet the requirements of the Road Traffic Acts
- (2) Bodily Injury to any Employee arising out of and in the course of employment by You, except so far as is necessary to meet the requirements of the Road Traffic Acts
- (3) Damage to the Insured Vehicle other than under the Damage to Customers' Vehicles Being Worked Upon clause
- (4) Damage to property belonging to or held in trust by or in the custody or control of The Insured other than under the Contents of Customers' Vehicles clause
- (5) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance, except so far as is necessary to meet the requirements of the Road Traffic Acts

All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
- (6)
  - (a) liquidated damages
  - (b) penalty clauses
  - (c) fines
- (7) any consequence whatsoever which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event, except to the extent that We are obliged by the Road Traffic Acts to provide insurance.

# Asset Protection and Motor Liabilities Road Risks

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## Clauses to Parts A and B

*The following clauses apply to both Parts A and B of this Section.*

---

### Car Sharing

The receipt of financial contributions in respect of the carriage of passengers on a journey in a Private Car as part of a car-sharing arrangement for social or other similar purposes will not be deemed to constitute the carriage of passengers for hire or reward, provided that

- (1) passengers are not being carried in the course of a business of carrying passengers
- (2) total contributions received for the journey concerned do not involve an element of profit.

---

### Continental Use - Compulsory Insurance Requirements

Where an accident is caused by or in connection with the use of an Insured Vehicle in any country

- (1) which is a member of the European Union
  - or
- (2) for which the Commission of the European Communities is satisfied that arrangements have been made to meet the requirements of EC Directive 2009/103/EC Article 8 relating to civil liabilities arising out of the use of motor vehicles
  - or
- (3) for which We have issued a Green Card

We will provide the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in that country or in England, Wales and Scotland, whichever is the higher.

---

### Foreign Use Extension

Where You have notified Us of intended use of the Insured Vehicle in countries outside The Territorial Limits which are members of, and comply with, the Green Card system, this Section will be extended to include those countries and transit between them, provided that We have agreed to do so and issued a Green Card which remains effective.

---

### General Average and Other Charges

We will indemnify You in respect of liability incurred for the enforced payment of

- (1) customs duty on the Insured Vehicle after its temporary importation into any country to which this Section applies
- (2) general average contributions, salvage and sue and labour charges arising during the transportation of the Insured Vehicle by sea between ports in any country to which this Section applies

as a direct result of Damage which results in a payment under Part A of this Section.

---

### No Claim Discount

If You do not make a claim under this Section, Your renewal premium will be reduced in accordance with Our scale of No Claim Discount which applies at the time.

---

### Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of motor vehicles in any territory to which this Section applies. However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

---

### Unauthorised Driving and Use

We will indemnify You while the Insured Vehicle is being driven or used other than in accordance with the terms of the Certificate of Motor Insurance without Your knowledge or consent.

---

### Unauthorised Movement

Any obstructing Vehicle driven or moved by You or on Your behalf will be deemed to be an Insured Vehicle.

For the purpose of this clause an obstructing Vehicle will be regarded as a Vehicle interfering with the loading or unloading or the legitimate passage of an Insured Vehicle.

# Asset Protection and Motor Liabilities Road Risks

---

## Clauses to Parts A and B (continued)

---

## Exceptions to Parts A and B

*The following exceptions apply to both Parts A and B of this Section in addition to the Exceptions to Part A, the Exceptions to Part B, and the Policy Exceptions at the back of this policy.*

---

### Unlicensed Drivers

Any requirement of the Certificate of Motor Insurance that the person driving must hold or have held a licence to drive will be inoperative when a licence is not required by law, provided that

- (1) the person driving is of an age to drive the Insured Vehicle
- (2) the Insured Vehicle is being driven within the limitations of any relevant health and safety legislation
- (3) the terms of the Certificate of Motor Insurance are otherwise observed.

---

We will not provide indemnity

- (1) while the Insured Vehicle is
  - (a) in or on  
or
  - (b) parked and unattended within a radius of 400 metres of premises
    - (i) owned by You  
or
    - (ii) in Your occupationin connection with The Business  
except so far as is necessary to meet the requirements of the Road Traffic Acts  
However, exception (1) (b) will not apply if Vehicles are insured, while on such premises, under the All Risks Section of this policy.
- (2) while the Insured Vehicle is being driven or used other than in accordance with the terms of the Certificate of Motor Insurance, except in the circumstances described in the Unauthorised Driving and Use clause
- (3) if the Insured Vehicle is
  - (a) registered  
and
  - (b) being used or driven  
elsewhere than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, other than under the Unauthorised Movement clause
- (4) in respect of
  - (a) Damage to any property whatsoever or any loss or expense whatsoever or any consequential loss  
or
  - (b) any legal liability of any nature  
directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

# Asset Protection and Motor Liabilities Road Risks

---

## Conditions to Parts A and B

*The following conditions apply to both Parts A and B of this Section in addition to the Conditions to Part A, and the Policy Exceptions at the back of this policy.*

---

## Additional Clauses

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

---

## Motor Insurance Database - Supply of Vehicle Details

You will immediately arrange for details of all relevant Insured Vehicles to be provided in electronic format to the Motor Insurance Database website in order to satisfy the requirements of the relevant law applicable to England, Wales, Scotland and Northern Ireland.

---

## Safeguarding the Vehicle against Damage

If in relation to any claim You have failed to fulfil the following conditions, You will lose Your right to indemnity or payment for that claim, except so far as is necessary to meet the requirements of the Road Traffic Acts.

You must

- (1) take all reasonable precautions to safeguard the Insured Vehicle against Damage
- (2) maintain the Insured Vehicle in a roadworthy condition.

We will have free access to examine the Insured Vehicle.

---

## (1) Third Party Only

- (a) Part A of this Section is deleted.
- (b) The Contents of Customers' Vehicles clause and the Loss of Use of Customers' Vehicles clause under Part B of this Section are deleted.
- (c) We will not indemnify You in respect of the first £250 of any claim under the Damage to Customers' Vehicles Being Worked Upon clause to Part B of this Section.

---

## (2) Third Party Fire and Theft

- (a) Part A of this Section  
and
  - (b) the Contents of Customers' Vehicles clause and the Loss of Use of Customers' Vehicles clause under Part B of this Section
- will apply only in respect of Damage caused by fire, self-ignition, lightning, explosion, theft, attempted theft or taking the Insured Vehicle without Your consent.

---

## (3) Private Hire

We will provide indemnity while the Insured Vehicle is being used for Private Hire, provided it has no more than nine seats (seven in Northern Ireland) including the driver's seat.

---

## (4) Vehicles Hired or Loaned to Customers

Where the Insured Vehicle has been hired or loaned to Your customer We will provide indemnity while it is being used for

- (a) Your customer's business
- (b) social, domestic and pleasure purposes with Your customer's consent

provided that the customer's vehicle is in Your custody or control for repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment.

For the purposes of Part B of this Section Your customer or any person driving on the order or permission of Your customer will be deemed to be The Insured, provided such customer or person is not entitled to indemnity under any other policy.

---

## (5) Damage to Windscreen and Windows

Where the only Damage which the Insured Vehicle sustains is breakage of glass in the windscreen or in the windows, and any incidental scratching of bodywork, the Excess will

- (a) be £150 where the claim relates to the replacement of the glass
- (b) not apply where the claim relates to the repair of the glass.

Any payment made by Us will not be regarded as a claim for the purposes of the No Claim Discount clause.



# Asset Protection and Motor Liabilities

## Road Risks

### Additional Clauses (continued)

#### (6) Goods-carrying Vehicle used for Hire or Reward

The Insured Vehicle includes any Goods-carrying Vehicle specified by registration mark in The Schedule while it is being used for the carriage of goods for hire or reward.

#### (7) Private Use

We will provide indemnity while the Insured Vehicle is being used, with Your permission, by any person specified in The Schedule for social, domestic and pleasure purposes provided it is not hired to such person.

For the purposes of Part B of this Section the person(s) specified in The Schedule will be deemed to be The Insured.

### Part C - Motor Legal Protection

Claims under Part C of this Section are administered by RAC on Our behalf.

#### Definitions

*The following definitions apply to Part C of this Section in addition to the Policy Definitions at the front of this policy, and the definitions at the front of this Section.*

#### Appointed Representative

The lawyer or other suitably qualified person appointed by RAC to act on behalf of The Insured.

#### Legal Costs

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

#### Prospects of Success

In respect of all claims, it is always more likely than not that The Insured will

- (1) recover damages or obtain any other legal remedy to which We have agreed
- (2) make a successful defence
- (3) make a successful appeal or defence of an appeal.

Prospects of Success will be assessed by RAC or an Appointed Representative on Our behalf.

#### RAC

RAC Motoring Services, trading as RAC Legal Services, RAC House, Brockhurst Crescent, Bescot WS5 4QZ, who administer the claims under Part C of this Section on Our behalf.

### Cover

We will indemnify The Insured in respect of Legal Costs incurred for

- (1) recovery of The Insured's uninsured losses as a result of an accident involving an Insured Vehicle which causes
  - (a) Damage to an Insured Vehicle or to any personal belongings in or on it
  - (b) death or bodily injury to The Insured while travelling in, or getting into or out of, an Insured Vehicle
- (2) defence of The Insured's legal rights if they have committed any offence under the Road Traffic Acts while using an Insured Vehicle and which is not covered under Part B of this Section

# Asset Protection and Motor Liabilities Road Risks

---

## Cover *(continued)*

- (3) representation of The Insured on a guilty plea in respect of any offence committed under the Road Traffic Acts if a conviction would result in The Insured being disqualified or suspended from driving
- provided that
- (i) the incident occurs within the Territorial Limits and during the Period of Insurance
  - (ii) any legal proceedings, to which We have agreed, will be dealt with by a court or other body within The Territorial Limits
  - (iii) Prospects of Success exist for the duration of the claim
  - (iv) any appeal, or defence of an appeal, has been reported to Us or RAC at least 10 working days prior to the deadline for any appeal
  - (v) the maximum We will pay for The Insured's Legal Costs for any one person in respect of any or all claims arising out of the same cause is
    - £100,000 in respect of (1) above
    - and
    - £10,000 in respect of (2) and (3) above.

---

## Exceptions

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

- We will not provide indemnity in respect of
- (1) any claim if The Insured does not observe the terms, exceptions and conditions of this policy
  - (2) any claim if The Insured can claim under any other policy
  - (3) any Legal Costs incurred prior to Our written acceptance of a claim
  - (4) any legal action The Insured takes to which RAC have not agreed or where The Insured does anything to hinder RAC or the Appointed Representative
  - (5) any fines, penalties compensation or damages which The Insured is ordered to pay by a court or other authority
  - (6) any claim deliberately or intentionally caused by The Insured
  - (7) any prosecution relating to The Insured's alleged dishonesty or violent conduct
  - (8) any prosecution resulting from drink or drug related offences or parking offences
  - (9) a dispute with Us in respect of the policy terms, exceptions and conditions other than as catered for in the Complaints Procedure or Policy Condition (2)
  - (10) an application for judicial review
  - (11) any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

---

## Conditions

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

---

### (1) Claims - Your Duty

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

---

### (2) Claims - Legal Representation

- (a) On receipt of a claim, if appropriate, RAC will appoint an Appointed Representative.
- (b) If it is necessary to start court proceedings, or there is a conflict of interest, The Insured is free to nominate an alternative Appointed Representative by sending the name and address of the suitably qualified person to RAC.
- (c) If RAC do not agree to The Insured's choice of Appointed Representative, The Insured may choose another suitably qualified person.

# Asset Protection and Motor Liabilities Road Risks

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## Conditions (continued)

- (d) If there is still a disagreement with regard to the Appointed Representative, RAC will ask the president of the relevant national Law Society to choose a suitably qualified person to represent The Insured.  
We and The Insured must accept such choice.
- (e) In all other circumstances, We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by RAC and represent The Insured according to Our standard terms of appointment.

---

### (3) Claims - Rights and Obligations

- (a) RAC will have direct access to the Appointed Representative who can provide Us or RAC with any information or opinion on The Insured's claim.
- (b) The Insured must co-operate fully with RAC and the Appointed Representative and must keep RAC up-to-date with the progress of the claim.
- (c) At the request of RAC, The Insured must give the Appointed Representative any instructions required.
- (d) The Insured must notify RAC immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If The Insured does not accept the recommendation of the Appointed Representative to accept a reasonable offer, or payment into court, to settle a claim, We may refuse to pay further Legal Costs.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without the prior approval of RAC.

---

### (4) Discontinuance of a Claim

If The Insured

- (a) settles a claim, or withdraws a claim, without the prior agreement of RAC  
or
  - (b) does not give suitable instructions to the Appointed Representative  
or
  - (c) dismisses an Appointed Representative without the prior consent of RAC
- the cover We provide will end immediately and We will be entitled to re-claim any Legal Costs We have incurred.

---

### (5) Recoveries

The Insured must take every available step to recover Legal Costs that We have to pay and must pay Us any Legal Costs that are recovered.

---

## General Information

We will give You confidential advice over the telephone on any personal legal matter in relation to the use of an Insured Vehicle.

We will tell You what Your legal rights are, what course of action is available to You and whether these can be best implemented by You or whether You need to consult with a lawyer.

There are no consultation fees and lines are open 24 hours a day, 365 days a year.

For confidential legal advice

Call us on **0845 300 5036**

Please have Your policy number to hand as this will be requested when You call.

Please note that this number is for legal advice only and not the number to report a claim.

If You want to report an incident or make a Motor Legal Protection claim under Your policy

Call us free on **0844 891 1111**.

# Legal Liabilities

## Employers' Liability

### Definitions

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

<b>Bodily Injury</b>	Bodily injury including death, illness, disease or nervous shock.
<b>Compensation</b>	Damages, including interest.
<b>Costs and Expenses</b>	<p>(1) Fees for The Insured's legal representation at</p> <p>(a) any Coroner's Inquest or Fatal Accident Inquiry</p> <p>(b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty</p> <p>(2) costs and expenses incurred with Our written consent</p> <p>(3) Any claimant's legal costs for which The Insured is legally liable</p> <p>in connection with any event which is or may be the subject of indemnity under this Section.</p>
<b>Terrorism</b>	<p>Any act or acts including but not limited to</p> <p>(1) the use or threat of force and/or violence and/or</p> <p>(2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means</p> <p>caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.</p>
<b>The Defined Territories</b>	Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or offshore installations within the Continental Shelf around such territories.
<b>The Insured</b>	<p>(1) You.</p> <p>(2) Your personal representatives in respect of legal liability You incur.</p> <p>(3) At Your request</p> <p>(a) any director, partner or Employee of Yours</p> <p>(b) the officers, committees and members of Your</p> <p>(i) canteen, social, sports, educational and welfare organisations</p> <p>(ii) first aid, fire, security and ambulance services</p> <p>in their respective capacities as such</p> <p>(c) any principal for whom You are carrying out a contract to the extent required by the contract conditions</p>

# Legal Liabilities

## Employers' Liability

---

### Definitions

*(continued)*

(d) those who hire plant to You to the extent required by the hiring conditions

or the personal representative of any of these persons

in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

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

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

---

#### The Limit of Indemnity

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

---

#### The Territorial Limits

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

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

---

### Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation
- and

- (2) Costs and Expenses

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

The maximum We will pay is The Limit of Indemnity.

---

### Clauses

*The following clauses apply to this Section.*

---

#### Additional Activities

The Business includes

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

# Legal Liabilities Employers' Liability

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## Clauses

*(continued)*

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### Contractual Liability

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

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

---

### Cross Liabilities

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

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

---

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

We will indemnify You in respect of

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

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

We will not provide indemnity

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

---

### Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

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

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

We will not provide indemnity

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

# Legal Liabilities

## Employers' Liability

---

### Clauses

*(continued)*

- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to the health and safety of any person other than an Employee.
- (3) where indemnity is provided by another insurance policy.

---

### Our Right of Recovery

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

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

---

### Payment for Court Attendance

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

The maximum We will pay for

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

---

### Unsatisfied Court Judgments

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

Payment will only be made where

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

---

### Exceptions

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

---

We will not provide indemnity in respect of

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

## Legal Liabilities Employers' Liability

### Exceptions (continued)

- (3)
  - (a) liquidated damages.
  - (b) penalty clauses.
  - (c) fines.
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (4) any activity arising out of the organisation or sponsorship of, or participation in, any motor
  - (a) competition
  - (b) trial
  - (c) performance test
  - (d) race
  - (e) trial of speedwhether between vehicles or otherwise and irrespective of whether this takes place on any circuit or track.
- (5) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

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

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (5)(a) and/or (5)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

#### **Special Provision - Terrorism**

Subject otherwise to the terms of the policy

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



## Legal Liabilities Public and Products Liability

### Definitions

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

<b>Asbestos</b>	Asbestos, asbestos fibres or any derivatives of asbestos.
<b>Bodily Injury</b>	Bodily injury including death, illness, disease or nervous shock.
<b>Compensation</b>	Damages, including interest.
<b>Costs and Expenses</b>	<p>(1) Fees for The Insured's legal representation at</p> <p>(a) any Coroner's Inquest or Fatal Accident Inquiry</p> <p>(b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty</p> <p>(2) Costs and expenses incurred with Our written consent</p> <p>(3) Any claimant's legal costs for which The Insured is legally liable</p> <p>in connection with any event which is or may be the subject of indemnity under this Section.</p>
<b>Damage</b>	<p>Physical</p> <p>(1) loss.</p> <p>(2) destruction.</p> <p>(3) damage.</p>
<b>Excess</b>	The first amount of Compensation, Costs and Expenses payable in respect of each and every event of accidental Damage to Property, which will be Your responsibility.
<b>Financial Loss</b>	A pecuniary loss suffered by a purchaser or user of Products Supplied and not caused by Personal Injury or Damage to Property.
<b>Personal Injury</b>	<p>(1) Bodily Injury.</p> <p>(2) Wrongful</p> <p>(a) arrest, detention or imprisonment.</p> <p>(b) eviction.</p> <p>(c) accusation of shoplifting.</p>
<b>Pollution or Contamination</b>	<p>(1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and</p> <p>(2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.</p>
<b>Products Supplied</b>	<p>Anything which is</p> <p>(1) sold, supplied, processed, altered or treated</p> <p>(2) repaired, serviced, cleaned, maintained, inspected or tested</p> <p>(3) installed, constructed, erected or transported</p> <p>by You or on Your behalf and which is no longer in the custody or control of The Insured.</p>
<b>Property</b>	Material property.

## Legal Liabilities Public and Products Liability

### Definitions (continued)

#### Terrorism

Any act or acts including but not limited to

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

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

#### The Defined Territories

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

#### The Insured

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

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

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

# Legal Liabilities Public and Products Liability

---

## Definitions (continued)

---

### The Limit of Indemnity

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

In respect of Pollution or Contamination The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

---

### The Territorial Limits

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

---

## Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation
- and

- (2) Costs and Expenses

in respect of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

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

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

However, in respect of any claim brought in

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

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

---

## Clauses

*The following clauses apply to this Section.*

---

### Additional Activities

The Business includes

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

# Legal Liabilities Public and Products Liability

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## Clauses (continued)

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

We will indemnify The Insured in respect of

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

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

We will not provide indemnity

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

---

### Contractual Liability

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

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

---

### Cross Liabilities

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

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

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### Data Protection Act 1998

We will indemnify The Insured in respect of

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

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

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

## Legal Liabilities Public and Products Liability

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### Clauses (continued)

We will not provide indemnity in respect of

- (1) (a) Personal Injury other than as provided by this Clause
  - (b) Damage to Property
  - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
  - (d) libel, slander or defamation.
- (2) consequential losses.
- (3) liability
  - (a) as a result of You having authorised the destruction or disclosure of the data
  - (b) which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.
- (4) any fine or statutory payment.
- (5) liability which arises solely by reason of the terms of any agreement.
- (6) liability in respect of liquidated damages or under any penalty clause.
- (7) legal costs or expenses or financial losses in respect of any order
  - (a) for rectification or erasure of data
  - (b) requiring that data to be supplemented by any other statements.
- (8) proceedings relating to Compensation for any
  - (a) Employee if the Employers' Liability Section of this policy is not in force
  - (b) third party if the Public and Products Liability Section of this policy is not in force.

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### Defective Premises

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

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

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

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

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### Employees' and Visitors' Personal Belongings

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

We will not provide indemnity where this Property is

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

# Legal Liabilities Public and Products Liability

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## Clauses (continued)

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### Financial Loss – Products Supplied

We will indemnify The Insured in respect of legal liability for Financial Loss which happens during the Period of Insurance as a result of Products Supplied not being of merchantable quality nor fit for the intended purpose.

The maximum amount, including Costs and Expenses, which We will pay in respect of all Financial Loss happening during any one Period of Insurance is £250,000.

We will not provide indemnity in respect of 10% of each and every claim for Financial Loss, subject to a maximum of £5,000, other than arising from the sale of new Vehicles.

---

### Hired or Rented Premises

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

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such damage caused other than by fire or explosion
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

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

We will indemnify You in respect of

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

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

We will not provide indemnity

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

## Legal Liabilities Public and Products Liability

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### Clauses (continued)

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#### Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

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

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

We will not provide indemnity

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

---

#### Overseas Personal Liability

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

We will also indemnify any accompanying spouse and children.

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

We will not provide indemnity

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

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#### Payment for Court Attendance

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

The maximum We will pay for

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

## Legal Liabilities Public and Products Liability

### Exceptions

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

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) any activity arising out of the organisation or sponsorship of, or participation in, any motor
  - (a) competition
  - (b) trial
  - (c) performance test
  - (d) race
  - (e) trial of speedwhether between vehicles or otherwise and irrespective of whether this takes place on any circuit track.
- (3) the ownership, possession or use by or on behalf of The Insured of any
  - (a) aircraft, aerial device or hovercraft
  - (b) watercraft exceeding eight metres in length
  - (c) Vehicle in circumstances where compulsory insurance or security is required by any road traffic legislation.
- (4) Damage to Property
  - (a) which You own or is loaned, leased, hired or rented to The Insured
  - (b) which is held in trust or in the custody or control of
    - (i) The Insured
    - (ii) any other party who is carrying out work on Your behalfother than in the circumstances described in the Hired or Rented Premises Clause, and the Employees' and Visitors' Personal Belongings Clause
  - (c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
- (5) the cost incurred by anyone in respect of
  - (a) repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied, other than
    - (i) Vehicles sold or supplied by You
    - (ii) Damage to Vehicles directly resulting from work undertaken by You or on Your behalf
    - (iii) Products Supplied under a separate contract
  - (b) rectifying or redoing the original repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment.
- (6) Damage to that part of any Property on which You, or any persons acting on Your behalf, are or have been working and which arises directly from such work.
- (7) recalling or making refunds in respect of Products Supplied.



## Legal Liabilities Public and Products Liability

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### Exceptions (continued)

- 
- (8) Products Supplied which The Insured knew, know or could be expected to know would be used within
    - (a) the United States of America or any territory within its jurisdiction
    - (b) Canada.
  - (9) advice, instruction, consultancy, design, formula, specification performed or provided separately for a fee or under a separate contract.
  - (10) any activity conducted by You or on Your behalf which is regulated by the Financial Services Authority.
  - (11) (a) the carrying out of any work
    - (b) any Products Supplied which affects or could affect
      - (i) the navigation, propulsion or safety of any aircraft or other aerial device
      - (ii) the safety or operation of nuclear installations.
  - (12) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
  - (13) (a) work in or on and travel to, from or within
    - (b) Products Supplied to any offshore
      - (i) accommodation, exploration, drilling or production rig or platform
      - (ii) support vessel.
  - (14) (a) liquidated damages
    - (b) penalty clauses
    - (c) fines
    - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
  - (15) liability imposed on You solely by reason of the terms of any
    - (a) contract conditions or agreement
    - (b) express guarantee, warranty or indemnity given or accepted by You in connection with Products Supplied.
  - (16) (a) exposure to
    - (b) inhalation of
    - (c) fears of the consequences of exposure to or inhalation of
    - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos.

## Legal Liabilities Public and Products Liability

### Exceptions (continued)

(17) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

(a) Terrorism

(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

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

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (17)(a) and/or (17)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section will be upon You.]

#### **Special Provision - Terrorism**

Subject otherwise to the terms of the policy

Neither of the exclusions in (17)(a) and (17)(b) above will apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to

(a) £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause

(b) £5,000,000 in respect of all events happening in any one Period of Insurance in respect of Products Supplied

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

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

(a) Virus or Similar Mechanism

(b) Denial of Service Attack

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

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

(19) the Excess.

# Legal Liabilities Public and Products Liability

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## Conditions

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

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## Pre-sale Servicing

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

You must ensure that every Vehicle sold by You is inspected and serviced by a competent motor engineer and any faults found are rectified prior to its sale.

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## Suspension of Cover

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

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## Use of Heat

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

You must ensure that the following precautions are taken each time any

- (1) electric, oxy-acetylene or similar welding or cutting equipment
- (2) cutting or grinding equipment using abrasive disks or wheels
- (3) blow lamp, blow torch, hot air gun or hot air stripper
- (4) asphalt, bitumen, tar or pitch heater

is used away from premises which You own, hire or rent.

Where You and any other person(s) for whom You are responsible are working at a site, a responsible person must be appointed for fire safety to ensure the following precautions are taken.

### Before starting work

- (1) Fire safety checks to identify material that might be liable to catch fire must be carried out before work commences, including the areas
  - (a) under floors or decks or above ceilings (including false or suspended ceilings)
  - (b) behind walls, screens, bulkheads or partitionsand such checks must be repeated regularly while work is in progress and immediate steps taken to extinguish smouldering or flames detected.
- (2) Combustible materials within 10 metres of the point of application of heat, including, if there is a risk of ignition directly or by conduction, materials
  - (a) under floors or decks or above ceilings (including false or suspended ceilings)
  - (b) behind walls, screens, bulkheads or partitionsmust be removed.

Where this is impracticable, combustible materials within

- (i) the immediate vicinity when using any blow lamp, blow torch, hot air gun or hot air stripper
- (ii) 10 metres when using any
  - electric, oxy-acetylene or similar welding or cutting equipment
  - cutting or grinding equipment using abrasive disks or wheels
  - asphalt, bitumen, tar or pitch heatermust be covered and protected by overlapping sheets of non-combustible material.
- (3) All gaps or holes through which sparks or flames could pass must be covered by non-combustible material.

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### Conditions (continued)

#### While work is in progress

- (1) A sufficient number of portable fire extinguishers in full working order and suitable for dealing with the type of fire risk expected must be kept available at the point of application of heat and used immediately smoke, smouldering or flames are detected.
- (2) Heat equipment
  - (a) must not be
    - (i) lit until immediately before use
    - (ii) left unattended while lit, switched on or hot
  - (b) must be extinguished immediately after use.
- (3) Cylinders
  - (a) must not be changed while the equipment is hot
  - (b) not in use must be kept at least 15 metres from the burner.
- (4) Paraffin or petrol-powered equipment
  - (a) must be filled/refilled in the open
  - (b) must not be filled/refilled while hot.
- (5) Asphalt, bitumen, tar or pitch
  - (a) must only be heated in the open  
and
  - (b) must be in a container designed for that purpose, placed on a non-combustible surface at ground level.

#### After finishing work

- (1) Hot waste materials and welding rods must be removed and safely disposed of.
- (2) A final fire safety check must be carried out between 30 and 60 minutes after work has finished and immediate steps taken to extinguish smouldering or flames detected.

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## Claims and helpline

As soon as You are aware of an incident, You should get legal advice from the legal helpline on **0845 300 1899** without delay. Please have Your policy number to hand.

If You think that You might need to claim, contact the helpline on **0845 300 1899** and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing. A claim form is available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

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## Definitions

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

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### Appointed Representative

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

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### Aspect Enquiry

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

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### Attendance Expenses

- (1) The salary or wages of the Insured Person for the time they are off work
  - (a) to attend any arbitration, court or tribunal hearing at Our request
  - (b) as a defendant or while attending jury service.
- (2) We will pay for each half or whole day that the
  - (a) court
  - (b) tribunal
  - (c) employer of the Insured Personwill not pay for.
- (3) The amount We will pay is based on the following
  - (a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours.
  - (b) if the Insured Person
    - (i) works full time, the salary or wages for each whole day equals 1/250th of the annual salary or wages of the Insured Person.
    - (ii) works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.

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### Costs and Expenses

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

# Legal Liabilities

## Commercial Legal Protection

### Definitions (continued)

#### Date of Occurrence

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

#### Full Enquiry

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

#### Insured Person

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

#### Intervention Enquiry

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

#### Legal Proceedings

Legal proceedings for

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

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

#### Limit of Indemnity

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

# Legal Liabilities Commercial Legal Protection

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## Definitions (continued)

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### Prospects of Success

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

- (1) recover damages or obtain any other legal remedy which We have agreed to
- (2) make a successful defence
- (3) make a successful appeal or defence of an appeal.

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

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### Territorial Limits

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

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

For all other Contingencies

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

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## Cover

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

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

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## Contingencies

### 1A Employment Disputes

We will defend You

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

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

- (4) in Legal Proceedings in respect of any dispute with
  - (a) an Insured Person
  - (b) a former Insured Person
  - (c) a prospective Insured Person

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

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

---

### 1B Compensation Awards

We will pay

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

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

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

We will not provide indemnity in respect of

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



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## Contingencies (continued)

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### Conditions to Contingency 1B

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

(1) Performance and/or conduct

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

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

or

(b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland

or

(c) sought and followed the advice from Our 24 hour legal helpline (**0845 300 1899**).

(2) Unlawful Discrimination

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

(3) Redundancy

In respect of any compensation award for

(a) redundancy

(b) alleged redundancy

(c) unfair selection for redundancy

You must have sought and followed the advice of Our 24 hour legal helpline prior to serving notice of dismissal (**0845 300 1899**).

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### 1C Service Occupancy

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

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

---

## 2 Legal Defence

### 2A Criminal Prosecution

We will defend an Insured Person

(1) prior to the issue of Legal Proceedings when dealing with the

(a) Police

and/or

(b) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer

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

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

provided that in respect of proceedings under the Health and Safety at Work etc Act 1974, the Territorial Limits shall be all territories in which the Act applies.

# Legal Liabilities Commercial Legal Protection

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## Contingencies (continued)

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

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### 2B Data Protection

- (1) We will defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation under Section 13 of the Data Protection Act 1998. (We will also pay any compensation award made against the Insured Person under Section 13 of the Data Protection Act 1998)
- (2) We will represent You in appealing against the refusal of the Information Commissioner to register Your application for registration

provided that in respect of proceedings under the Health and Safety at Work etc Act 1974, the Territorial Limits shall be all territories in which the Act applies.

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### 2C Wrongful Arrest

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

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### 2D Employee Civil Legal Defence

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

- (1) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination
  - (2) civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your employees.
- 

### 2E Statutory Notice

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

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### 2F Jury Service

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

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### 2G Disciplinary Hearings

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

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## Contingencies (continued)

### 3A Property Protection

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

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

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

- (1) a contract entered into by You
- (2) tenancy disputes
- (3) goods
  - (a) in transit
  - (b) lent or hired out
  - (c) at premises You do not occupy unless for
    - (i) installation
    - or
    - (ii) use in work to be carried out by You
- (4) mining subsidence
- (5) a motor vehicle whilst being driven by an Insured Person.

---

### 3B Bodily Injury

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

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

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

---

### 4A Tax Protection

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

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

---

## Contingencies (continued)

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### 4B Employers' Compliance

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

- (1) Pay as You Earn  
or

- (2) Social Security Regulations

following a review by HM Revenue and Customs.

---

### 4C VAT Disputes

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

---

### Condition to Contingencies 4A, 4B and 4C

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

#### Reasonable Care

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

We will not provide indemnity

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

---

### 5 Contract Disputes

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

- (1) sale
- (2) provision
- (3) purchase
- (4) hire

of goods or services provided that

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

---

## Contingencies (continued)

We will not provide indemnity in respect of

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

---

## 6 Tenancy Disputes

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

---

## 7 Statutory Licence Protection

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

We will not provide indemnity in respect of

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

---

## 8 Debt Recovery

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

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

# Legal Liabilities Commercial Legal Protection

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## Contingencies (continued)

We will not provide indemnity in respect of

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

---

## Exceptions – Applying to all Contingencies

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

We will not provide indemnity in respect of any claim

- (1) if an Insured Person does not keep to the terms, exceptions and conditions of this Section. The cover will also not apply if an Insured Person can claim under another policy
- (2) if any Costs and Expenses are incurred prior to Our written acceptance of a claim
- (3) for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative
- (4) for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B (Compensation Awards) and Contingency 2 (Legal Defence)
- (5) relating to
  - (a) patents
  - (b) copyrights
  - (c) trademarks
  - (d) merchandise marks
  - (e) registered designs
  - (f) intellectual property
  - (g) secrecy and confidentiality agreements
- (6) relating to franchise or agency rights where You have the legal capacity to alter the legal relations of another
- (7) deliberately or intentionally caused by an Insured Person
- (8) in respect of a dispute with Us not catered for in Section Conditions 6 and 7 for a judicial review
- (9) relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy

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## Exceptions – Applying to all Contingencies

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

- (10) notified under this Section when, either at the start of or during the course of the claim You
  - (i) are bankrupt
  - (ii) have filed a bankruptcy petition or winding up petition
  - (iii) have made an arrangement with creditors
  - (iv) have entered into a deed or arrangement
  - (v) are in liquidation
  - (vi) are or part of or all of Your affairs or property are in the care or control of a receiver or administrator

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## Conditions – Applying to all Contingencies

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

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### (1) Claims – your duty

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

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### (2) Claims – legal representation

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

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### (3) Claims – Our rights and Your obligations

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

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## Conditions – Applying to all Contingencies (continued)

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### (4) Discontinuance of a claim

If an Insured Person

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

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

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### (5) Recoveries

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

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### (6) Disputes

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

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### (7) Arbitration

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

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

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

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

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### (8) Acts of Parliament

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



## Legal Liabilities Professional Indemnity

### Definitions

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

<b>Bodily Injury</b>	Bodily injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.
<b>Claim</b>	<p>A demand made against You consisting of or arising from any</p> <ol style="list-style-type: none"><li>(1) request, whether oral or in writing, for damages or compensation.</li><li>(2) notice of intention, whether oral or in writing, to commence legal proceedings.</li><li>(3) communication invoking any pre-action protocol.</li><li>(4) notification of arbitration or adjudication proceedings.</li></ol>
<b>Excess</b>	<p>The first part of each and every payment in relation to a Claim or loss, specified in The Schedule, which is payable by You.</p> <p>For the avoidance of doubt a separate Excess will apply to each and every Claim and each and every claimant.</p>
<b>Insurance Business</b>	The provision of advice or services by You or on Your behalf in relation to any insurance mediation activity as defined in current statutory provisions.
<b>Limit of Indemnity</b>	The maximum amount, specified in The Schedule or such larger sum as will be the sterling equivalent of 1,680,300 Euros as calculated on the first day of the Period of Insurance, which We will pay in respect of any one Claim or loss and in total for all Claims or losses first made during the Period of Insurance.
<b>Other Costs</b>	All costs and expenses incurred with Our written consent in respect of the investigation, defence or settlement of any Claim.
<b>Pollution or Contamination</b>	Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring. This definition does not include pollution or contamination by asbestos.
<b>Territorial Limits</b>	The United Kingdom, the Channel Islands and the Isle of Man.
<b>Terrorism</b>	<p>Any act or acts including but not limited to</p> <ol style="list-style-type: none"><li>(1) the use or threat of force and/or violence and/or</li><li>(2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means</li></ol> <p>caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part for political, religious, ideological or similar purposes.</p>

## Legal Liabilities Professional Indemnity

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### Definitions *(continued)*

#### **You/Your/ The Policyholder**

- (1) Any individual, partnership, limited liability partnership, company or limited company named in The Schedule or any predecessor in business of such individual, partnership, limited liability partnership, company or limited company as declared to Us.
- (2) Any person who is or has been or who becomes a partner, director, member, principal or Employee of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of such person or body.
- (3) Any appointed representative, as defined in current statutory provisions, of any person or body referred to in (1) above but only while acting within the scope of their appointment.
- (4) The estate, heirs, executors, legal or personal representatives of any person or body referred to in (1) or (2) above in the event of their death or incapacity.

---

### Cover

We will indemnify You in respect of

- (1) any Claim arising out of the conduct of Your Insurance Business within the Territorial Limits, first made against You and notified to Us during the Period of Insurance, for any civil liability including claimant's costs and expenses arising from any
  - (a) negligent act or negligent omission committed by You.
  - (b) dishonest or fraudulent act or omission committed by any of Your past or present partners, directors or Employees.
  - (c) final or binding award or determination of any ombudsman appointed pursuant to the provisions of the Financial Services and Markets Act 2000 or any subsequent amendment or re-enactment.
- (2) reasonable costs and expenses incurred by You in respect of any reasonable action taken to mitigate a loss or potential loss that would otherwise be the subject of a Claim under this Section provided that
  - (a) We give prior written consent to You incurring such costs and expenses  
and
  - (b) You prove to Our satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential Claim.

The maximum We will pay is the Limit of Indemnity and Other Costs.

If the amount paid to dispose of a Claim or loss exceeds the Limit of Indemnity, Our liability for Other Costs will only be the proportion which the Limit of Indemnity bears to the total amount paid to dispose of such Claim or loss.

We will not provide indemnity if You are not authorised by the Financial Services Authority. If You cease to be authorised by the Financial Services Authority, We will only provide indemnity in respect of any Claim arising from acts or omissions committed prior to the date upon which You ceased to be authorised.

## Legal Liabilities Professional Indemnity

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### Cover *(continued)*

We will deduct from any amount payable any monies

- (1) which would be due from You
- (2) held by You and belonging to any person committing or condoning a dishonest or fraudulent act or omission
- (3) recovered following an action described in Exception (7) (b) (i).

---

### Exceptions

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

We will not indemnify You in respect of

- (1) any Claim or loss arising directly or indirectly from or caused by
  - (a) any dispute between You and any present or former Employee or any person who has applied for or been offered employment with You.
  - (b) Bodily Injury sustained by any Employee.
  - (c) any other Bodily Injury or loss of or damage to property unless arising from any actual or alleged breach of duty in the performance of Your Insurance Business.
  - (d) advice or services provided by You or on Your behalf in respect of any activity which is not an insurance mediation activity as defined in current statutory provision.
  - (e) Your activities as
    - (i) managers of any insurer
    - (ii) underwriting agent
    - (iii) underwriters.
  - (f) the inability, for whatever reason, of any insurer to meet its financial obligations.
  - (g) Your insolvency or bankruptcy.
  - (h) Pollution or Contamination.
- (2) fines, penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.
- (3) any Claim or loss brought by any entity
  - (a) in which You exercise a controlling interest
  - (b) which exercises a controlling interest over Your Insurance Business by virtue of having a financial or executive interest in You unless such Claim or loss arises from or is caused by a claim made against such entity by an independent third party.
- (4) any Claim or loss made against You in Your capacity as a director, officer or trustee unless such Claim or loss arises from an alleged breach of professional duty in the performance of Your Insurance Business.
- (5) any Claim or loss arising directly or indirectly from any plan, programme or scheme established or maintained to provide benefits to You or any Employee.
- (6) any Claim or loss arising directly or indirectly from or caused by
  - (a) the ownership, possession or use, by You or on Your behalf, of any
    - (i) aircraft, watercraft, hovercraft or Vehicle
    - (ii) buildings, structures, premises or land.
  - (b) that part of any building leased, occupied or rented by You.
  - (c) any other property (mobile or immobile) belonging to You.

## Legal Liabilities Professional Indemnity

---

### Exceptions *(continued)*

- (7) any Claim or loss arising from any dishonest or fraudulent act or omission
  - (a) committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission
  - (b) unless
    - (i) at Our request You take all reasonable steps to effect a recovery from the person committing or condoning the dishonest or fraudulent act or omission, or their personal representatives and
    - (ii) Your annual accounts are prepared or certified by an independent and properly qualified accountant or auditor.
- (8) defamation unless You can show that it was committed in good faith.
- (9) any Claim or loss arising out of liability assumed by You under any contractual agreement
  - (a) where You assumed a standard of care greater than that reasonably expected of Your profession
  - (b) by which You warranted or guaranteed a particular outcome
  - (c) by which You agreed to pay a contractual penalty or liquidated damages in the event of breach
  - (d) which provided a greater benefit or a longer lasting benefit than that given to the party whom You originally contractedunless such liability would have attached to You in the absence of the features listed above.
- (10) any Claim or loss arising directly or indirectly from, or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or actual.
- (11) any Claim or loss arising solely as a result of
  - (a) market fluctuations
  - (b) depreciation
  - (c) loss of investmentsdue to
  - (i) fluctuations in any financial stock, commodity or other market
  - (ii) any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments.
- (12) any Claim or loss arising directly or indirectly from any trading losses or trading liabilities incurred by any business managed by or carried on by You.
- (13) any liability arising from any goods manufactured, sold, supplied, processed, altered, treated, repaired, serviced, tested, installed, constructed, erected, cleaned, inspected, maintained or transported by You or on Your behalf.
- (14) any Claim, loss or circumstance that might give rise to a Claim which
  - (a) has been notified under any other insurance policy attaching prior to inception of this Section.
  - (b) You were or should after reasonable enquiry have been aware of prior to inception of this Section.

# Legal Liabilities Professional Indemnity

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## Exceptions *(continued)*

- (15) any Claim or loss
  - (a) instituted or pursued in the United States of America, its territories and/or possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise).
  - (b) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply.
  - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.
- (16) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
  - (a) Virus or Similar Mechanism.
  - (b) Denial of Service Attack.
  - (c) unauthorised access to or use of Computer and Electronic Equipment.
- (17) any Claim, loss or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism.
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a).

In any action, suit or other proceedings, where We allege that any consequence whatsoever resulting directly or indirectly from Terrorism as defined above regardless of any other contributory cause or event is not covered under this Section, the burden of proving that any such consequence is covered under this Section will be upon You.
- (18) the Excess.

---

## Conditions

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

- If in relation to any Claim You fail to fulfil or observe the requirements imposed upon You by conditions (1) and (2), You will lose Your right to indemnity or payment for that Claim.
- (1) If during the Period of Insurance, regardless of the Excess, You
    - (a) receive any Claim
    - or
    - (b) become aware of any circumstance that might give rise to a Claim

You must give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us will be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by Us.
  - (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner or Employee of Yours, whether giving rise to a Claim or not, You must give written notice to Us of such discovery as soon as practicable.

---

### Conditions *(continued)*

Provided always that any such written notice is received by Us during the Period of Insurance.

**Any written notice should be sent to**

The Claims Manager  
Professional Risks Claims,  
Pitheavlis,  
Perth  
PH2 0NH

**Telephone** 0845 302 8408

**Fax** 0845 302 8409

**Email:** prclms@aviva.co.uk

Remember to quote Your policy number in any correspondence.

- (2) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim

(a) You must not admit liability for or settle any Claim or incur any related costs or expenses without Our written consent.

(b) We will be entitled, at Our own expense at any time, to take over and conduct in Your name the defence or settlement of any such Claim or circumstance.

If We do take over and conduct the defence or settlement of any such Claim You will give Us all such information and assistance as We may reasonably require and that is in Your power to provide.

Without prejudice to the above, Your duty to assist Us includes

(i) providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued.

(ii) allowing Us to present the best possible defence of a Claim within the time constraints available.

(iii) ensuring ready access to all information that We may require in the defence of a Claim or investigation of a loss.

(iv) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.

- (3) The Limit of Indemnity and the Excess will apply to all of You jointly. If more than one insured is named in The Schedule the total amount We will pay will not exceed the amount We would be liable to pay to any one of You.

- (4) If any settlement is made by Us to You under the terms of this policy, You grant to Us all rights of recovery that You would have had against any parties from whom a recovery may be made and You will take all reasonable steps to preserve and not to prejudice such rights.

- (5) A person, company, partnership or unincorporated association or company who is 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.

## Legal Liabilities Professional Indemnity

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### Conditions *(continued)*

- (6) Where a Claim or loss involves the dishonest or fraudulent act or omission of any former or present partner, director, member, Employee, consultant or subcontractor of Yours
  - (a) You will, at Our request and expense, take all reasonable steps to obtain reimbursement from such person.
  - (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from You, or monies of such persons held by You, will be deducted from any amount payable under this Section.
  - (c) no indemnity in respect of such Claim or loss will be afforded to any person committing or condoning such dishonest or fraudulent act or omission.
  - (d) nothing herein will preclude Us from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.
- (7) You will not be required to contest any legal proceedings unless a Queen's Counsel (to be mutually agreed upon between You and Us) advises that such action has a reasonable prospect of success.

# Employee Benefits Personal Accident

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## Definitions

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

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### Accidental Bodily Injury

- (1) injury caused by accidental and/or violent means
- (2) exposure occurring within 24 months from the date of the accident by which such injury is caused.

---

### Gross Wages

The Insured Person's wages plus the average annual overtime/commission/bonus payments received in the three years immediately preceding the date of accident (all prior to deductions) or for weekly paid employees 52 times the Insured Person's weekly wage plus the average weekly overtime/commission/bonus payments received in the 156 weeks immediately preceding the date of accident (all prior to deductions).

---

### Insured Journey

Any authorised journey in connection with The Business which begins during the Period of Insurance and

- (1) starts from the time the Insured Person leaves their home or, if later, their place of business to travel within the Geographical Limits stated in The Schedule and
- (2) continues during the entire period of the journey and
- (3) terminates at the time of return to their home, or if earlier, their place of business.

If the Insured Journey is solely within the United Kingdom, cover will only be operative only if the journey involves an air flight and/or overnight stay away from home.

Any period of holiday which is purely ancillary to the Insured Journey shall be deemed to be included within the period of the Insured Journey provided that it is otherwise within the period set out above.

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### Insured Person

Any person or category of person specified in The Schedule.

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### Loss of Limb

Shall mean in respect of

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

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).



# Employee Benefits Personal Accident

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## Definitions

*(continued)*

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### Rehabilitation Expenses

Reasonable expenses incurred in engaging professional rehabilitation advice and assistance

- (1) for retraining the Insured Person for an alternative occupation either in The Business or elsewhere or
- (2) if the Insured Person is incapable of performing any occupation, in order to improve the quality of the Insured Person's life.

---

### Terrorism

Any act or acts including but not limited to

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

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

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## Cover

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We will pay compensation to You or Your personal representatives for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which, solely, directly and independently of any other cause, results in any of the following Contingencies

- (1) death
- (2) total and permanent loss of sight in one or both eyes and/or total and permanent loss of hearing in one or both ears
- (3) loss of one or more limbs
- (4) any other total and permanent disablement which lasts without interruption for more than 12 months from the date of the accident and prevents the Insured Person from pursuing any occupation
- (5) temporary total disablement which prevents the Insured Person from pursuing their normal occupation
- (6) temporary partial disablement which prevents the Insured Person from pursuing a substantial part of their normal occupation.

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

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

# Employee Benefits Personal Accident

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## Clauses

*The following clauses apply to this Section.*

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### (1) Amounts Payable

We will pay

- (a) the compensation stated in The Schedule with weekly benefit being paid at four weekly intervals
- (b) compensation under contingencies (5) and/or (6) for a maximum of two years from the date that the disablement started
  - but where We pay compensation under any of contingencies (1) to (4)
    - (i) any weekly benefit being paid for the same injury will stop
    - (ii) this insurance will end for the Insured Person.

We shall not be liable for any amount in excess of the maximum accumulation limit of £1,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the benefit payable to each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.

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### (2) Disappearance

If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, that person will be presumed to have died.

However, You will repay any compensation if the Insured Person is found to have been alive or is found alive.

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### (3) Medical Evidence

- (a) We may, at Our expense, arrange for an Insured Person to undergo
  - (i) a medical examination
  - or
  - (ii) a post mortem examination
- (b) You or Your legal representative will supply to Us, at Your expense, any
  - (i) certificate
  - (ii) information
  - (iii) evidencein the format We require.

---

### (4) Medical Expenses

When We pay compensation under contingencies (5) or (6), We will also pay up to 30% of this amount in respect of medical expenses incurred, subject to a maximum of £10,000 in respect of any one Insured Person.

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### (5) Gross Wages

Where compensation is on a wages basis, the amount payable shall be the average weekly wage

- (a) in the 12 week period before the date of the Accidental Bodily Injury
  - or
- (b) any shorter period if the Insured Person has been employed by You for less than 12 weeks.

We will not include overtime, commission or bonus payments unless these are guaranteed.

# Employee Benefits Personal Accident

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## Clauses *(continued)*

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### (6) Rehabilitation Expenses

If compensation is payable for Contingency 4 Permanent Total Disablement We will also pay Rehabilitation Expenses incurred in respect of an Insured Person who is under the age of 65 years at the date of the Accident giving rise to the Accidental Bodily Injury.

The maximum We will pay in respect of any one Insured Person is £5,000.

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## Exceptions

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

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We will not pay compensation for Accidental Bodily Injury directly or indirectly caused by

- (1)
  - (a) the Insured Person suffering from any disability due to a gradually operating cause
  - (b) suicide or attempted suicide
  - (c) deliberate exposure to danger (except in an attempt to save human life)
  - (d) the Insured Person's own criminal act
  - (e) the Insured Person being in a state of insanity
  - (f) flying or other aerial activities (except while travelling as a passenger by a recognised airline)
  - (g) pregnancy or childbirth
- (2) an Insured Person practising for or taking part in
  - (a) mountaineering or rock climbing requiring use of ropes or guides
  - (b) pot-holing
  - (c) winter sports
  - (d) any kind of racing (except foot races)
  - (e) speed or time trials
  - (f) naval military or air force service or operations
- (3) the effects of alcohol or drugs (other than drugs prescribed by a doctor)
- (4) any treatment for drug addiction
- (5) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

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

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (5)(a) and/or (5)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit) the burden of proving that any such consequence is covered (or is covered beyond that limit) under this Section shall be upon You.

## Employee Benefits Personal Accident

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### Exceptions

*(continued)*

### Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (5)(a) and (5)(b) above shall apply to this Section provided that the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of

(i) any limits, amounts payable or maximum accumulation stated in The Schedule,

or

(ii) £1,000,000

In the event of a claim exceeding the total amount payable under this **Special Provision – Terrorism** Our liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

# Employee Benefits Business Travel

## Definitions

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

<b>Accident/ Accidental</b>	Sudden, violent, external, unforeseen and identifiable event.
<b>Accidental Bodily Injury</b>	(1) Injury caused by Accidental and/or violent means (2) exposure.
<b>Baggage and/or Personal Belongings</b>	(1) The property of the Insured Person or within their personal custody and control not being Your property or otherwise used for the purposes of The Business and (2) normally carried on or about the person in the course of travel on an Insured Journey.
<b>Emergency Travel Expenses</b>	The additional cost of transport, accommodation and Repatriation necessarily incurred upon medical advice in respect of the Insured Person or any relative or friend of the Insured Person who has necessarily to travel and/or remain with or escort the Insured Person or in the case of death, funeral expenses (including the cost of transporting the body or ashes to the deceased's country of normal residence or at Our discretion such other country requested by the personal representatives of the deceased).
<b>Geographical Limits</b>	(1) Europe – The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Lichtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbis, Switzerland and Turkey (West of the Bosphorus). (2) USA – North America and Canada. (3) Worldwide – anywhere in the world other than Europe or USA.
<b>Hijack</b>	Unlawful seizure or unlawful control of an aircraft or other conveyance in which the Insured Person is travelling as a passenger.
<b>Hospital</b>	(1) A National Health NHS Trust (2) A registered private hospital or establishment licensed by a recognised body for (a) medical diagnosis and treatment (b) undertaking surgical operations (c) care of injured or sick persons by or under the supervision of a staff of medical practitioners.
<b>Insured Journey</b>	Any authorised journey in connection with The Business which begins during the Period of Insurance and (1) starts from the time the Insured Person leaves their home or, if later, their place of business to travel within the Geographical Limits stated in The Schedule and (2) continues during the entire period of the journey and (3) terminates at the time of return to their home, or if earlier, their place of business.

# Employee Benefits Business Travel

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## Definitions

(continued)

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If the Insured Journey is solely within the United Kingdom, cover will only be operative only if the journey involves an air flight and/or overnight stay away from home.

Any period of holiday which is purely ancillary to the Insured Journey shall be deemed to be included within the period of the Insured Journey provided that it is otherwise within the period set out above.

---

### Insured Person

- (1) You
- (2) Any director of Yours, or partner, or proprietor of The Business
- (3) Any Employee of Yours under a contract of employment with You
- (4) Any accompanying spouse or partner aged 80 or under.

---

### Repatriation

With prior approval from Us and due solely to medical reasons, the return of the Insured Person to

- (1) the United Kingdom  
or if different
- (2) their normal country of residence

by normal scheduled airlines, air ambulance or other suitable means of transport.

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### Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence  
and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage)

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

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### United Kingdom

England, Scotland, Wales, Northern Ireland and the Isle of Man.

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## Cover

### Contingency 1 – Medical Expenses

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We will indemnify You in respect of

- (1) Emergency Travel Expenses
- (2) medical expenses

necessarily incurred

- (a) as a result of the Insured Person sustaining Accidental Bodily Injury or contracting sickness during the course of an Insured Journey outside
  - (i) England, Wales, Scotland, Northern Ireland and the Isle of Man,  
or if different
  - (ii) the Insured Person's normal country of residenceand
- (b) within 24 months of such Accidental Bodily Injury or sickness.

The maximum We will pay in respect of any one claim is the limit shown in The Schedule.

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## Automatic Extensions

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### Emergency Medical Expenses

The Emergency Medical Assistance service is operated by a specialist emergency assistance organisation whose details are advised to You and will advise on and, where appropriate, arrange all medical treatment, travel and accommodation covered under Contingency 1 – Medical Expenses. The Emergency Assistance Organisation's experienced multi-lingual staff will deal with enquiries and will ensure that where necessary

- (1) hospitals are contacted and any necessary fees guaranteed
- (2) multi-lingual staff are used to converse with doctors and hospitals overseas in their own language
- (3) medical advisers are consulted at the outset for their views on the possibility of arranging Repatriation and the best method of transportation to be adopted
- (4) the patient will be escorted by a medical attendant
- (5) assistance is provided upon arrival in the United Kingdom
- (6) arrangements are made for other Insured Persons to travel home
- (7) arrangements are made for the outward and return journeys for the next of kin or other nominated person to a sick or injured Insured Person.

Provided medical treatment, travel or accommodation has been arranged by the Emergency Assistance Organisation We will pay all associated costs incurred on behalf of the Insured Person.

We will not pay any costs which are not covered under Contingency 1 – Medical Expenses.

---

### Condition

If We incur costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by the Emergency Assistance Organisation to any person who is not insured under this policy, You shall reimburse Us in respect of such costs and expenses.

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### Hospital Expenses

In the event that an Insured Person is admitted as a Hospital in-patient outside of the United Kingdom We will pay You on behalf of the Insured Person £25 for each complete 24 hour period that the Insured Person spends as an in-patient up to a maximum of £5,000.

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### Replacement Personnel

In the event that Repatriation of the Insured Person is necessary as a result of circumstances giving rise to payment of benefit under Contingency 1 – Medical Expenses and it is necessary for You to provide one or more replacement personnel We will indemnify You in respect of the necessary costs incurred in transporting the replacement personnel up to a maximum of £10,000 in total for one claim.

# Employee Benefits Business Travel

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## Exceptions

*The following exceptions apply to Contingency 1 in addition to the Section Exceptions and the Policy Exceptions at the back of this policy.*

---

We will not indemnify You in respect of

- (1) the first £25 of each and every claim for each Insured Person except for Emergency Medical Expenses
- (2) any claim resulting from
  - (a) Accidental Bodily Injury sustained or sickness contracted by any person aged over 80 years old
  - (b) the Insured Person engaging in or taking part in naval military or air force service or operations or whilst hunting on horseback or whilst riding or driving in any kind of race or flying other than as a passenger by recognised airlines or any fully licensed standard type multi-engined aircraft operated by a recognised air charter company
  - (c) medical expenses incurred when the specific purpose of the journey is for the Insured Person to receive medical treatment or advice
  - (d) medical expenses incurred following the Insured Person's return to the United Kingdom or normal country of residence if different
  - (e) the Insured Person being under the influence of or being directly or indirectly affected by alcohol or drugs or any condition thereby aggravated other than drugs taken under the direction of a registered medical practitioner (other than for the treatment of drug addiction)
  - (f) suicide, attempted suicide or intentional self-injury by the Insured Person or from deliberate exposure to danger (except in an attempt to save human life) or from the Insured Person's own criminal act or Accidental Bodily Injury sustained whilst the Insured Person is in a state of insanity
  - (g) the Insured Person travelling against the advice of a medical practitioner
  - (h) the Insured Person giving birth or pregnancy of the Insured Person within eight weeks of the most recently advised expected date of confinement.

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## Contingency 2 – Baggage and/or Personal Belongings

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In the event of the Insured Person suffering loss of or damage to Baggage and/or Personal Belongings during an Insured Journey We will indemnify You or an Insured Person in respect of loss of or damage up to the limit shown in The Schedule for any one claim.

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### Provisions

- (1) We shall be entitled in the event of a loss and at Our sole option to replace any article lost (whether wholly or in part) or to pay cash therefore not exceeding in any event the insured value thereof.
- (2) The maximum amount payable in respect of any one unspecified item will be £1,000 or 50% of the total sum insured whichever is the lower.
- (3) Total loss or destruction of an insured item shall be dealt with on a full replacement basis for any unspecified item. There will be no reduction for wear and tear and depreciation.



# Employee Benefits Business Travel

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## Automatic Extension

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### Temporary Loss

In the event of an Insured Person being temporarily deprived of their Baggage and/or Personal Belongings for at least four hours from the time of arrival at their destination during an Insured Journey, We will reimburse You or the Insured Person in respect of emergency and necessary purchases subject to a maximum of £750 for any one claim.

Any such payment will be deducted from any benefit payable for total loss or subsequent damage to Baggage and/or Personal Belongings where temporary deprivation proves to be permanent.

We will not indemnify You in respect of

- (1) the first £25 of each and every claim for each Insured person, except when the claim is for temporary loss of Baggage and/or Personal Belongings on an outward journey
- (2) any claim resulting from
  - (a) breakage of articles of a brittle nature unless caused by an accident to the conveyance in which the article is being carried
  - (b) moth or vermin or gradual deterioration
  - (c) wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp setting or other fastening to a carrier or container)
  - (d) loss of cash, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets or coupons with distinct monetary value
  - (e) loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority
  - (f) loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report)
  - (g) loss or damage resulting from pressure in an aircraft cargo hold
  - (h) theft or attempted theft of Baggage and/or Personal Belongings from any Unattended Vehicle unless all doors, windows and other points of access have been locked where locks have been fitted and all manufacturers' security devices have been put into effect and the keys have been removed from any Unattended Vehicle and the Baggage and/or Personal Belongings have been placed out of sight or in a locked boot.

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### Condition

The Insured Person must take all reasonable care to avoid loss or damage to their Baggage and/or Personal Belongings.

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## Contingency 3 - Money

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In the event of the Insured Person suffering the loss of cash, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets or coupons having distinct monetary value

- (1) during the course of an Insured Journey or
- (2) occurring during the 120 hours immediately prior to such journey or the 120 hours following such journey if obtained for the purposes of undertaking the Insured Journey and in the custody and control of the Insured Person.

We will indemnify You or the Insured Person in respect of such loss up to the limit shown in The Schedule for any one claim.

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### Provision

The maximum We will pay in respect of cash, bank or currency notes being carried at any one time shall be limited to £1,000.

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## Automatic Extensions

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### Fraudulent Use of Credit Cards

If You or the Insured Person sustains financial loss as a direct result of a credit, charge, debit or bankers card being lost or stolen during an Insured Journey and it being fraudulently used by someone other than the Insured Person, We will indemnify You or the Insured Person for such loss up to a maximum of £500 for any one Insured Journey provided that You or the Insured Person has fully complied with all terms and conditions under which such card has been issued.

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### Emergency Passport Expenses

If the Insured Person sustains

- (1) loss of or damage resulting in any visa and/or passport required for an Insured Journey becoming void during the course of the Insured Journey We will indemnify You on behalf of the Insured Person in respect of fees charged by the appropriate consular visa and/or passport office for any additional travel or accommodation expenses in obtaining any official or temporary travel documents or replacement visa and/or passport up to a maximum of £1,000 for any Insured Journey

or

- (2) theft of any visa and/or passport within seven days prior to the proposed departure date of an Insured Person We will indemnify You on behalf of the Insured Person for any additional accommodation and/or travel expenses necessarily incurred prior to the proposed departure date by the Insured Person or nominated representative in travelling to and obtaining replacement documents at the nearest issuing office from which a replacement can be obtained subject to a maximum of £750 for any claim

We will not indemnify You in respect of

- (1) the first £25 of each and every claim for each Insured Person
- (2) any claim resulting from
  - (a) delay, confiscation, errors or omissions in receipts of payment, accountancy or depreciation in value
  - (b) loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report).

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### Condition

The Insured Person shall take all reasonable care in avoiding any loss.

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### Contingency 4 - Cancellation, Curtailment or Change of Itinerary

In the event of the necessary and unavoidable cancellation, curtailment or change of itinerary of an Insured Journey

- (1) following the death, Accidental Bodily Injury or sickness of
  - (a) the Insured Person, business colleague (with whom the Insured Person intended to travel) or business contact for the purpose of the Insured Journey
  - (b) the Insured Person's legal or common law spouse or partner, daughter, son, sister, brother, mother, father, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister, fiancée or fiancé,or
- (2) as the result of
  - (a) the death of a close friend of the Insured Person
  - (b) the Insured Person attending compulsory, quarantine, witness call or jury service
  - (c) the Insured Person's place of residence being subject to physical loss or damage within 10 days of the proposed commencement of the Insured Journey and the Insured Person being unable to adequately secure the residence prior to the commencement of such Insured Journey
  - (d) the Insured Person's presence being required by the police following physical loss or damage or theft or attempted theft at the Insured Person's place of residence or place of employment
  - (e) cancellation or curtailment of scheduled public transport services consequent upon strike, riot, civil commotion, inclement weather or mechanical breakdown

We will reimburse You or the Insured Person in respect of all non-recoverable deposits, advance payments and other charges paid or due to be paid by You or the Insured Person for travel and/or accommodation in respect of the proposed Insured Journey up to the limit shown in The Schedule for any one claim.

We will not indemnify You in respect of any claim resulting from

- (1) the Insured Person or the Insured Person's business colleague on the Insured Journey travelling or planning to travel against the advice of a registered medical practitioner
- (2) any circumstances under (1) (b) where any medical condition from which the relevant person is known by the Insured Person to be suffering at the commencement of the Insured Journey or if earlier the date of cancellation or date of curtailment or change of itinerary. This exception shall not apply if such condition has been without the necessity of professional treatment or consultation in the 12 months immediately prior to such date
- (3) the death or Accidental Bodily Injury or sickness of any person aged over 80 years
- (4) childbirth or pregnancy where the cancellation, curtailment or change of itinerary occurs within eight weeks of the most recently advised expected date of medical confinement
- (5) the Insured Person deciding not to travel or, if on an Insured Journey, deciding not to continue to travel
- (6) any Insured Journey cancelled or curtailed where the Foreign and Commonwealth Office (FCO) advice at the time the trip was booked is "against all travel to" the chosen destination.

# Employee Benefits Business Travel

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## Contingency 5 - Travel Delay and Missed Departure

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### Part A – Travel Delay

If the outward or homeward departure of an aircraft, train, coach or sea vessel in which the Insured Person has booked to travel is delayed for at least 12 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, train, coach or sea vessel, We will compensate You by the amount of £50 for the first complete four hours delay and £50 for each complete four hours delay thereafter but not exceeding the amount paid in respect of fares for such delayed travel or £250 whichever is the lesser.

We will not indemnify You in respect for any claim resulting from

- (1) the failure of the Insured Person to check-in not later than the time indicated by the carriers
- (2) the failure of the Insured Person to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for the delay
- (3) the withdrawal from service, temporarily or otherwise, of any aircraft, train or sea vessel on the orders or recommendation of the manufacturer, the civil aviation authority, a port authority or any other similar body in any country
- (4) the failure of the Insured Person to accept alternative equivalent means of transport within the period of delay where there is offered on reasonable terms in lieu of the original mode of conveyance
- (5) strike, labour dispute or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the Insured Journey was booked
- (6) delay where compensation is recoverable from the airline or other carrier.

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### Part B – Missed Departure

If the bus, rail, water or air transport on which an Insured Person is travelling fails to deliver the Insured Person to the departure port, station or airport in time to board the sea vessel, train or aircraft on which the Insured Person is booked to travel, We will pay up to £500 in respect of the reasonable cost of additional accommodation and transport expenses necessarily incurred to transport the Insured Person to the Insured Person's first destination outside the United Kingdom, provided that the Insured Person has taken all reasonable steps to complete the journey to the final United Kingdom departure port or airport on time.

We will not indemnify You in respect of any claim resulting from

- (1) strike, industrial action, riot or civil commotion which was in existence or for which a warning had been given prior to the date of departure
- (2) the failure of the Insured Person to obtain written confirmation from the carriers or their handling agents of the reason for the missed departure
- (3) withdrawal from any service, temporarily or otherwise, of any aircraft, train or sea vessel on the orders or recommendation of the manufacturer, the civil aviation, a port authority or any other similar body in any country.

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## Contingency 6 – Hijack

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In the event of the conveyance in which the Insured Person is travelling being subject to Hijack during an Insured Journey and the Insured Person being detained as a result for a period in excess of 24 hours, We will pay £250 to You on behalf of the Insured Person for each complete 24 hour period of detention up to a maximum of 50 consecutive 24 hour periods.

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### Contingency 7 – Personal Liability

We will indemnify the Insured Person for sums which the Insured Person shall become legally liable to pay as damages and the Insured Person's proper costs and expenses in respect of Accidental death or bodily injury to any other person or accidental loss of or damage to material property of any other person.

All costs and expenses incurred with Our written consent in respect of any claims against You shall be payable in addition, notwithstanding that Our total liability does not exceed the limit shown in The Schedule.

We will not indemnify the Insured Person in respect of

- (1) Accidental death or bodily injury sustained by any member of the Insured Person's family or any person who is under a contract of service with You and which arises out of and in the course by You or liability arising in connection with any business profession or occupation
- (2) liability for loss of or damage to property belonging to or in the custody or control of the Insured Person their family or of any servant or agent of the Insured Person or liability arising out of the ownership, possession or use by the Insured Person or any land or buildings
- (3) liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person in the absence of such agreement
- (4) liability in respect of any wilful or malicious act
- (5) any liability which is the result of any claim resulting from the transmission of any communicable disease or virus

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#### Provision

Our liability under this Contingency for all damages, including interest, payable by the Insured Person to any claimant or number of claimants in respect of any one occurrence or all occurrences or a series arising out of one original cause shall not exceed the limit shown in The Schedule.

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#### Conditions

The following conditions apply to Contingency 7 – Personal Liability in addition to the Policy Conditions at the back of this policy.

- (1) The Insured Person shall give immediate notice to Us of any occurrence for which there may be liability and shall provide Us with such particulars and information We may require and shall forward to Us immediately on receipt every letter, writ, summons, and process and shall advise Us in writing immediately the Insured Person has knowledge of any impending prosecution inquest for fatal inquiry in connection with the said occurrence.
- (2) You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without Our written consent.
- (3) We shall be entitled, at Our discretion, to take over and conduct in the name of the Insured Person the defence or settlement of any claim and to prosecute at Our own expense and for Our own benefit any claim for indemnity or damages against any other persons and the Insured Person shall give all information and assistance required.
- (4) We may at any time, at Our sole discretion, pay to the Insured Person the sum insured stated in this Contingency in respect of any occurrence or any lesser sums for which the claim or claims arising from such occurrence can be settled and We shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
- (5) In the event of a claim or series of claims resulting in a liability of the Insured Person to pay a sum in excess of the sum insured stated in this Contingency Our liability for such costs and expenses shall not exceed an amount being in the same proportion as Our payments to the Insured Person bears to the total payment made by or on behalf of the Insured Person in settlement of the claim or claims.

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### Exceptions

*The following exceptions apply to this Section in addition to the Policy*

*Exceptions at the back of this policy.*

We will not indemnify You in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (1) Terrorism
- (2) any action taken in controlling, preventing, suppressing or in any way relating to (1) above

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

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (1) and/or (2) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) You will have to prove that any such consequence is covered (or is covered beyond that limit of liability) under this Section.

#### **Special Provision – Terrorism**

Subject otherwise to the terms, conditions, exceptions and exclusions of the policy

- (a) except as provided for in (b) below neither of the exclusions in (1) and (2) above shall apply to this Section provided that the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser amount of
  - (i) any limits, amounts payable or maximum accumulation stated in The Schedule
  - or
  - (ii) £1,000,000.
- (b) the exclusions in (1) and (2) above shall apply to these covers if
  - (i) the Terrorism directly or indirectly utilises nuclear and/or chemical and/or biological and/or radiological means
  - (ii) the Terrorism results in harm or damage to life or to property of a nuclear and/or chemical and/or biological and/or radiological nature.

In the event of a claim exceeding the total amount payable under this **Special Provision – Terrorism** Our liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

## Definitions

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

<b>Boiler and Pressure Plant</b>	Those parts of the permanent structure of the items as described in the Written Scheme of Examination, where applicable, which form part of the pressure system.
<b>Cranes and Lifting Equipment</b>	<p>All integral parts of the items commencing at</p> <ol style="list-style-type: none"> <li>(1) in the case of a fixed or stationary unit - the points of anchorage</li> <li>(2) in the case of a travelling or mobile unit - the road or track wheels</li> <li>(3) in the case of an electrically driven unit - the input plug or switch together with wiring between these items and the unit</li> </ol> <p>terminating in all cases at the hook, shackle or other connection to which the load or appliance is attached, excluding in the case of a travelling unit the track upon which the machine works.</p>
<b>Electrical Installation and PAT Testing</b>	Periodic inspection and testing of electrical installation and portable appliances to comply with the requirements of the Electricity at Work Regulations 1989.
<b>Inspection Service Provider</b>	Bureau Veritas UK Limited, 30 Guildford Street, Great Guildford House, London, SE1 0ES
<b>Lifts</b>	<p>All integral parts of the lift installation including prime movers, control equipment enclosure, liftwell components, car and associated equipment, landing furniture and safety circuit components.</p> <p>We do not include main incoming supply isolator.</p>
<b>LEV Plant</b>	All parts of the system for extraction of dusts and/or fumes from the hood enclosure to the filter/collector.
<b>Other Plant</b>	Other plant or equipment or part of plant or equipment to be inspected in accordance with the terms of this Section.
<b>Plant and Machinery</b>	Boiler and Pressure Plant, Cranes and Lifting Equipment, Lifts and Other Plant described in Our Inspection Service Provider's schedule where we have agreed with You that We will arrange an inspection.
<b>Power Presses</b>	All integral parts of the press (or press break) and the guarding arrangements which provide for safety of persons at the tools.

# Services Engineering Inspection

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## Definitions

(continued)

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## Written Scheme of Examination

A document drawn up and certified by a competent person describing the scope and extent of periodic examination of an item of plant or equipment or a system and, where applicable, complying with the requirements of relevant legislation.

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## Inspection Service

We will arrange for the inspection and issue of reports of examination on those categories of plant specified in The Schedule by Our Inspection Service Provider.

Inspections will take place

- (1) at the frequencies  
and
- (2) while located at The Premises

as agreed between You and Us at inception of the policy or as subsequently amended by mutual agreement.

---

## Exceptions

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

We will not include

- (1) pre-commissioning inspections, laboratory services, consultation work, load testing, non-destructive testing, thermographic testing, checking of drawings or design, inspection prior to sale or purchase unless agreed by Us in writing.
- (2) visits in excess of those agreed at inception of this Section or inspections following repairs.
- (3) liquidated damages, penalties for delay or detention, guarantees of performance or efficiency or consequential loss.
- (4) any additional fees levied by Our Inspection Service Provider for carrying out inspections on Saturdays, Sundays, Public Holidays or outside normal working hours where performed at Your Request.
- (5) the maintenance or repair of any item.

---

## Conditions

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

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### (1) Calculation of Fees

Fees payable have been calculated in accordance with the details of plant You provided at inception and are adjustable in the following circumstances.

(a) First Fee

Where no details of plant have been provided We may adjust the fee after inspection of the plant to reflect the amount of work undertaken.

(b) Renewal

The fee will be adjustable at the first and any subsequent renewal to take account of the plant to be inspected during the subsequent period.

Value Added Tax (VAT) is chargeable on all fees.

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### (2) Notification of Changes

You will provide Us or Our Inspection Service Provider with details of

- (a) any additional plant
- (b) plant which has been permanently withdrawn from service as soon as possible.



## Services Engineering Inspection

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### Conditions (continued)

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#### **(3) Preparation of Plant**

At the times agreed with Our Inspection Service Provider and at Your expense, You will have the plant properly cleaned and prepared for examination and reassemble the plant afterwards unless We have specifically agreed otherwise.

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#### **(4) Provision of Assistance**

You will provide all assistance reasonably required by Our Inspection Service Provider in carrying out the inspections.

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#### **(5) Responsibility for Statutory Inspections**

Our agreement to arrange inspections does not relieve You of Your legal responsibility to ensure that all statutory inspections are carried out.

# Policy Conditions

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## Policy Conditions

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

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### (1) Alteration of Risk

If

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

or

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

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

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### (2) Arbitration

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

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### (3) Cancellation

- (a) You may cancel this policy at any time after the date We have received the premium, by providing 30 days' notice in writing to Us.
- (b) We may cancel this policy, by providing notice in writing to You at your last known address, if there is a default under any relevant instalment agreement. In such case, Your policy will end with effect from the beginning of the period in respect of which the instalment has not been paid.

If Your policy is cancelled under (a) or (b) above, at Our discretion, We may refund part of the premium for the unexpired period, which will be calculated on Our, then current, short period rating basis, and provided that there have been no

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

during the current Period of Insurance.

- (c) We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (d) We may also cancel this policy at any time by sending not less than 30 days' notice in writing to Your last known address.

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

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

during the current Period of Insurance.

You must return Your Certificate of Motor Insurance immediately after cancellation.

# Policy Conditions

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## Policy Conditions (continued)

### (4) Claims Procedure

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

You must

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

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### (5) Contribution

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

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

#### **Applicable to the Road Risks Sections**

- (b) If the insurance provided by this Section is also covered by another policy (or would but for the existence of this Section), We will only pay a rateable share of the loss.  
However, this condition will not impose on Us any obligation to make any payment under this policy from which We would have been relieved under
  - (i) Exception (1) (a)
  - (ii) the Contingent Liability clausein Part B of the Road Risks Section.

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

- (c) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (d) 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.
- (e) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

# Policy Conditions

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## Policy Conditions (continued)

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### (6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity,  
or
- (b) the Sum Insured  
or
- (c) a smaller amount for which a claim can be settled  
after deduction of any sum already paid.

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

---

### (7) Fraud

- (a) If a claim made by You or anyone acting on Your behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not  
or
- (b) (i) if a false declaration or statement is made  
or  
(ii) if a fraudulent device is used  
in support of a claim

We may at Our option

- (i) avoid the policy from the inception of this insurance  
or
- (ii) cancel the policy from the date of the claim or alleged claim and repudiate the claim  
or
- (iii) repudiate the claim.

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### (8) Identification

The policy, The Schedule and the Certificate of Motor Insurance will be read as one contract.

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

We may, at Our option, avoid this policy if there has been any misrepresentation, misdescription or failure to disclose any material fact by You or anyone acting for You.

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### (10) Reasonable Precautions

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

You must

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

# Policy Conditions

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## Policy Conditions (continued)

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### (11) Reinstatement

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

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

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

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

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### (12) Subrogation

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

- (a) enforce a right or remedy  
or
- (b) obtain relief or indemnity

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

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

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### (13) Index Linking

- (a) Renewal.

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

- (i) any buildings and tenants improvements item

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

- (ii) other items

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

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

- (b) Claims.

These adjustments will continue during the

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

# Policy Conditions

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## Policy Conditions (continued)

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### (14) Long Term Undertaking

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

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

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

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

---

### (15) Subjectivity

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

- (a)
  - (i) providing Us with any additional information
  - (ii) completing any actions agreed between You and Us
  - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, allowing Us access to The Premises and/or The Business to carry out survey(s) and Your compliance with any risk improvements identified.

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

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

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

If We proceed with any of (i) (ii) and (iii) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

# Policy Exceptions

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## Exceptions

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

We will not indemnify You in respect of

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

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the following Sections, when insured by this policy
  - (a) Property Damage - All Risks
  - (b) Computer
  - (c) Electronic Equipment
  - (d) Money, Assault and Wrongful Conversion]
  - (e) Engineering Inspection
  - (f) Business Interruption.
- (2) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
  - (a) Employee Dishonesty
  - (b) Terrorism
  - (c) Employers' Liability
  - (d) Professional Indemnity.
- (3) exception (1) (b) does not apply to the following Sections, when insured by this policy
  - (a) Public and Products Liability
  - (b) Road Risks
  - (c) Personal Accident.
- (4) exceptions (1) (a) and (1) (c) do not apply to
  - (a) the Personal Accident and Business Travel Sections, when insured by this policy, while the Insured Person is undertaking an Insured Journey
  - (b) The Road Risks Section when insured by this policy where it is necessary to meet the requirements of the Road Traffic Acts.

# Policy Exceptions

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## Exceptions (continued)

- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
  - (a) directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
    - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - (b) directly or indirectly caused by or contributed to by or arising from the use of any weapon or device
    - (i) dispersing radioactive material and/or ionising radiation  
or
    - (ii) using atomic or nuclear fission and/or fusion or other like reaction.
  - (c) directly or indirectly caused by or contributed to by or arising from the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended.

However,

- (1) in relation to the Employers' Liability Section, exception (2) (a) only applies when You, under a contract or agreement, have undertaken to
  - (a) indemnify another party  
or
  - (b) assume the liability of another party.
- (2) exceptions (2) (a) and (2) (b) do not apply to the following Sections, when insured by this policy
  - (a) Employee Dishonesty
  - (b) Terrorism
  - (c) Professional Indemnity.
- (3) exceptions (2) (a), (2) (b) and (2) (c) do not apply to the Road Risks Section.



# Policy Exceptions

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## Exceptions (continued)

- (3) (a) Money, negotiable instruments and specie
  - (b) securities and bonds
  - (c) jewellery
  - (d) precious stones
  - (e) precious metals
  - (f) bullion
  - (g) furs
  - (h) curios and antiques
  - (i) rare books
  - (j) works of art
  - (k) goods held in trust or on commission
  - (l) documents
  - (m) manuscripts
  - (n) business books
  - (o) computer systems records
  - (p) explosives and hazardous substances
  - (q) property in transit
- unless specifically mentioned.

However, exceptions (3)(a) to (q) do not apply to the following Sections, when insured by this policy

- (1) Terrorism
  - (2) Employers' Liability
  - (3) Public and Products Liability
  - (4) Commercial Legal Protection.
- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
  - (b) media or systems used in connection with anything referred to in (a) above
- whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
  - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

# Policy Exceptions

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## Exceptions

*(continued)*

- (a) All Risks
  - (b) Money, Assault and Wrongful Conversion
  - (c) Computer
  - (d) Electronic Equipment
  - (e) Business Interruption.
- (2) exceptions (4) (a) and (4) (b) do not apply to the following Sections, when insured by this policy
- (a) Terrorism
  - (b) Employers' Liability
  - (c) Personal Accident
  - (d) Professional Indemnity.

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## Definition

The following definition only applies to this exception

'Defined Contingency'

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