Commercial Insurance

Policy Wording

(including Commercial Combined, Tradesmen, Retail & Combined Liability)

May 2026

Version 2.0

Introduction

Thank **You** for choosing Kovrilo Limited to protect **Your Business**.

This document is **Your** Commercial Combined Insurance **Policy**. It sets out the details of the cover **You** have arranged and forms part of **Your** legal contract with **Us**.

Your Policy is provided by Kovrilo Limited on behalf of Accelerant Insurance UK Limited, ARAG plc and Great American International Insurance (UK) Limited.

Kovrilo

Kovrilo Limited is an appointed representative of Mission Underwriting UK Limited which is authorised and regulated by the Financial Conduct Authority (FRN: 314946). Registered address: One Fleet Place, London, EC4M 7WS (Company No. 15121859).

Accelerant Insurance UK Limited

Accelerant Insurance UK Limited is registered in England and Wales with company number 03326800 and has its registered office at Lodge Park Business Centre, Lodge Lane, Langham, Colchester, CO4 5NE. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reference number 207658).

ARAG plc

ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 02585818.
ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.
ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England

Qlaims Limited for and on behalf of Great American International Insurance (UK) Limited

Qlaims Limited for and on behalf of Great American International Insurance (UK) Limited, registered at One Temple Quay, Temple Back East, Bristol, BS1 6DZ and is registered in England as Company Number 02714031. The company is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority (FRN202874).

HSB Engineering Insurance Limited

HSB Engineering Insurance Limited, registered in England and Wales: 02396114, Chancery Place, 50 Brown Street, Manchester M2 2JT.

Choice of Law

This **Policy** is governed by the law of England and Wales.
All disputes under this **Policy** will be decided only by the courts of England and Wales.

How to Use This Policy Document

Everything in this **Policy** document, the Statement of Facts, **Your Schedule** and any endorsements, should be read together as one document. They also include:

a) Customer Information
b) General Definitions
c) General Exclusions
d) Claims Conditions
e) General Conditions

In return for the premium **You** have paid or agreed to pay, **We** agree to cover **You** in line with the terms of this **Policy**.

We will pay for loss, **Damage**, liability, or other insured events that occur:

a) During the **Period of Insurance**
b) In connection with **Your Business**
c) Within the scope of cover shown in **Your** operative Sections and **Schedule**

We have calculated **Your** premium based on:

a) The information **You** gave **Us** in **Your** Statement of Fact
b) The type and level of cover shown in **Your Schedule**

Please Check Everything is Correct

Your Statement of Facts outlines all the information **You** provided to **Us** that **We** used to assess **Your** suitability for insuring with **Us** and calculate the premium that **You** need to pay.

Please read **Your Statement of Facts** carefully to make sure the details provided are accurate and complete.

If anything doesn't look right, or there is relevant information missing, please contact **Us** via **Your** broker as soon as possible.

If **You** are not sure what counts as a relevant information, please ask **Your** insurance broker

Your Schedule shows the Sections of the **Policy** that are operative.
Please read **Your Policy** and **Schedule** carefully to make sure the cover matches **Your** needs and reflects what **You** discussed with **Your** insurance adviser.

If anything doesn't look right, or if **Your** circumstances change, please contact **Us** via **Your** broker as soon as possible. **We** are here to help.

Your Duty to Give Us the Right Information

When **You** take out insurance, **You** have a duty to make a fair presentation of the risk as per General Condition - Fair presentation of the Risk found on page 20.

This means:

a) **You** must give **Us** complete and accurate answers to **Our** questions.
b) Where **You** have told **Us** something based on what **You** believe or expect, it won't affect **Your** cover if it turns out to be incorrect, as long as **You** acted honestly and in good faith.

If **You** don't meet this duty, **Your Policy** may not be valid, or it might not cover **You** fully or at all.

You also need to tell **Us** about any important changes that happen:

a) After **Your Policy** starts, or
b) Since **Your** last renewal

An important change is any change in **Your Business** or at **the Premises** that materially increases the risk of loss, **Damage, Injury,** or liability, or that would have affected **Our** decision to insure **You,** the terms offered, or the premium charged, had **We** known about it.

A more detailed explanation of what may constitute an important change, and how it affects cover, is set out in the Alteration of Risk section of this **Policy.**

Finally

We value **Your** trust and look forward to supporting **Your Business**.

How to Make a Claim

Should **You** need to report an incident to **Us** or make a claim, please contact **Our** specialist claims handler Qlaims Insurance, whose details are below.

Qlaims Limited
Level 30,
The Leadenhall Building,
122 Leadenhall Street, London EC3V 4AB
t. +44 (0) 20 4583 2675
e. claims@kovrilo.com

You may if **You** wish contact **Your** insurance adviser and ask them to do this on **Your** behalf.

It will be helpful when reporting a claim if **You** are able to advise the **Policy** number and provide as much information about the claim as possible.

In respect of Section 16 - Cyber claims

You must report **Your** claim to either the person who arranged this insurance for **You** or to HSB Engineering Insurance Limited at:

Telephone: +44(0)808 169 8084

Or email the following address and state Commercial Enquiry in the subject line:

HSBCyberIncident@cyberscout.com

In respect of Section 17 – Equipment Breakdown claims

You must report **Your** claim to either the person who arranged this insurance for **You** or to HSB Engineering Insurance Limited at:

Claims Department

HSB Engineering Insurance Limited

Chancery Place

50 Brown Street

Manchester M2 2JT

Telephone: +44 (0) 330 100 3432 (Calls to this number are charged at the same standard landline rate as calls to 01 or 02 numbers.)

Email: new.loss@hsbeil.com

What to do in the event of a claim – Claims Conditions

All of the following Claims Conditions apply in addition to any other Claims Conditions contained in the various Sections of this **Policy**.

Action by You

We will only be liable to pay a claim under this **Policy** if at any time an incident occurs which could result in a claim under this **Policy**:

(a) in respect of claims relating to Sections 1 to 9, and 16 of this **Policy** – **You** immediately notify **Us** using the process outlined in the How to Make a Claim section with all necessary details and any evidence required to reasonably support the claim

(b) in respect of claims relating to Sections 10 to 12 and 17 of this **Policy** – **You** notify **Us** using the process outlined in the How to Make a Claim section as soon as reasonably practicable and without undue delay after becoming aware of any incident that could give rise to a claim and provide **Us** with any supporting information **We** may require. All letters of claim, writs, summonses, legal proceedings, and any related documents, as well as any other written notification of a claim, must be forwarded to **Us** immediately upon receipt and without response.

(c) **You** give immediate notification to the police in respect of:

i. vandalism
ii. theft or any attempted theft
iii. loss of money by any cause whatsoever

(d) **You** make no admission of liability, or offer promise of payment, without Our express consent

(e) **You** inform **Us** immediately of any impending prosecution, inquest, fatal accident enquiry, or civil proceedings, and send to **Us** immediately every relevant document

(f) **You** take all reasonable action to minimise any interruption or interference with the **Business** and to prevent further loss or **Damage**.

(g) **You** must provide **Us** with any books of account, **Business** records, documents, or other evidence reasonably required by **Us** to investigate or verify the claim.

Our Rights

1. If **You** make a claim for **Damage**, **We** have the right (without admitting liability or giving up any of Our rights under this **Policy**) to enter and remain at **the Premises** where the **Damage** occurred. **We** may also take possession of any insured **Property** or ask **You** to hand it over to **Us**, so **We** can deal with it in a reasonable way for legitimate purposes. By taking out this **Policy**, **You** agree to give **Us** permission to do this.

If **You**, or anyone acting on **Your** behalf, do not allow **Us** to carry out these actions or try to stop **Us**, **You** will lose **Your** right to any payment or benefit under this **Policy**.

2. **We** may choose to take over and manage the defence or settlement of any claim made under this **Policy**, using **Your** name. **We** may also take legal action in **Your** name, at Our own cost and for Our own benefit, to recover losses or claim compensation from anyone else responsible for the event. If **We** ask, **You** must give **Us** any information or help **We** reasonably need to do this.

3. If **We** pay a claim for **Damage**, **You** must transfer any rights or ownership of the **Damaged Property** to **Us** if **We** ask for legitimate reasons. However, **You** cannot simply leave the **Property** with **Us** or abandon it, unless **We** agree.
4. If **You** make a claim under Sections 1 to 8, **We** may choose to pay **You** either:
   a) the full limit of cover for that incident (minus any **Damages**, costs, or expenses **We** have already paid), or
   b) a lower amount if it fully settles the claim.

Once **We** make this payment, **We** will not have any further responsibility for that claim (except for any costs or expenses **We** agreed to pay that were incurred before the date of settlement).

Fraudulent Claims

For this condition the definition of '**You**' also includes anyone who benefits from this **Policy** and makes a claim, or has a claim made on their behalf.

If **You** or anyone acting for **You** makes a **Fraudulent Claim** (or part of a claim), **We** may:

- refuse to pay the claim;
- recover from **You** any money **We** have already paid for the claim; and/or
- cancel the **Policy** from the date the fraud took place.

If **We** cancel the **Policy** because of fraud, there will be no cover from the date of cancellation, and **You** will not get any premium refund.

If someone else (not the main Policyholder) makes a **Fraudulent Claim**, this condition will apply only to that person/organisation. Their cover may be cancelled, but it will not affect the rest of the **Policy**.

This fraud condition applies alongside any other claims conditions set out in this **Policy**.

Subrogation (Recovering Our Costs from Others)

If **You** make a claim under this **Policy**, **We** may ask **You** to help **Us** recover any money from someone else who may be responsible for the loss.

You must take, or allow **Us** to take, any reasonable steps (at **Our** expense and in **Your** name) to enforce those rights, either before or after **We** pay the claim.

Contribution (Other Insurance)

If, at the time of a claim, **You** have another insurance **Policy** that also covers the same risk (or part of it), **We** will only pay **Our** proportionate share of the claim, based on the amount of cover **We** provide compared with the total cover available under all relevant policies.

Where the other policy includes an **Average** clause (see Definitions), this **Policy** will apply the same basis of settlement, even if it would not normally do so.

Arbitration (Disputes Over the Amount of a Claim)

If **We** agree that a claim is covered but disagree with **You** about how much should be paid, the dispute can be referred to an independent arbitrator. The arbitrator will be chosen in line with the laws on arbitration in force at the time.

You must wait for the arbitrator's decision before taking any legal action against **Us** about the amount of the claim.

Customer Information

Our Promise to You

We are committed to giving **You** excellent service. But if something goes wrong, **We** want to put it right.

We take complaints seriously and aim to resolve them fairly and promptly.
If **You** are not happy with any part of the service **You** have received, please let **Us** know straight away.

If **We** can't resolve **Your** complaint straight away, **We** will:

a) Confirm **We** have received it within five working days
b) Aim to give **You** a full response within eight weeks

How to Complain

To make a complaint, please contact:
In writing:
Head Of Compliance
Mission Underwriting UK Limited
One Fleet Place,
London,
EC4M 7WS
By email: complaints@Kovrilo.com
By phone: 0808 109 8078

How to Complain About a Claim

If **You** want to make a complaint about how **Your** claim has been handled, **You** can do so at any time by contacting:

Sedgwick International UK (Focal-Point)
Address: 2 The Boulevard, City West One Office Park, Gelderd Road, Leeds, LS12 6NY
Email: complaints@uk.sedgwick.com
Phone: 0345 600 3568

If You Are Not Satisfied

If **You** are not happy with Our response, or if eight weeks have passed and the matter is still not resolved, **You** may be able to contact the Financial Ombudsman Service (FOS) for independent help.

website: financial-ombudsman.org.uk
Phone:

- 0800 023 4567 (free from UK landlines and mobiles)
- 0300 123 9123 (charged at standard rates)
- (18002) 020 7964 1000 (Relay UK)
- +44 20 7964 0500 (from outside the UK)
  Email: complaint.info@financial-ombudsman.org.uk

Contacting the FOS or using Our complaints process will not affect **Your** legal rights.

Your Right to Cancel

Cancelling Within 14 Days

If **You** decide this **Policy** isn't right for **You**, **You** can cancel it within 14 days of:

a) The date **You** bought the **Policy**, or
b) The date **You** received **Your Policy** documents,
   whichever is later.

To cancel, please contact **Your** insurance broker and return **Your Policy** documents.

a) If cover has not yet started, **You**'ll get a full refund.
b) If cover has started, **We**'ll refund the premium for the unused period, minus a £25 admin fee plus Insurance Premium Tax (as shown on **Your Schedule**).
c) No refund will be given if **You** have made a claim or if something has happened that could lead to a claim during the current **Period of Insurance**.

You can also cancel within 14 days of **Your Policy** renewal date under the same terms.

Cancelling After 14 Days

You can cancel **Your Policy** at any time by contacting **Your** broker.

a) If **You** have made a claim, or something has happened that could lead to a claim, **We** won't refund any premium.
b) If **You** haven't made a claim, and nothing has happened that might lead to a claim, **We**'ll refund the unused portion of **Your** premium—less a £25 admin fee plus Insurance Premium Tax.

Our Right to Cancel

For details about when and how **We** may cancel **Your Policy**, please see the Our Rights to Cancel the Policy condition on page 22 of this document.

Financial Services Compensation Scheme (FSCS)

Accelerant Insurance UK Limited, ARAG Legal Expenses Insurance Company Limited and Great American International Insurance (UK) Limited are covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if **We** are unable to meet Our obligations under this **Policy**. The amount and type of compensation will depend on the nature of the cover and **Your** eligibility under the Scheme.

For more information, contact the FSCS:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

Phone: 0800 678 1100 or 020 7741 4100
website: www.fscs.org.uk

Data Protection and Privacy Notice

We are committed to protecting **Your** privacy and handling **Your** personal data in a fair and transparent way, in line with UK data protection laws.

What Data We Collect

We may collect personal information such as:

a) **Your** name, address, date of birth, and email address
b) In some cases, sensitive information (for example, medical details), depending on the type of cover **You** have

We collect this information to manage **Your** insurance with **Us**. This includes:

a) Setting up and underwriting **Your Policy**
b) Managing risk
c) Handling claims

We may receive this information directly from **You**, **Your** solicitor, or **Your** insurance broker.

Who We Are

Kovrilo Limited is an appointment representative of Mission Underwriting UK Limited.
We are registered with the Information Commissioner's Office (ICO). Reference number ZB732270.

If **You** have questions about how **We** use **Your** personal data, **You** can contact Our Data Protection Officer at e-mail: dpo@missionunderwriters.co.uk

How We Use Your Data

We may collect personal details such as **Your** name, address, date of birth, and email address. Depending on the type of cover **You** have, **We** may also collect sensitive data such as medical records.

We use this information to manage the insurance services **We** provide. This includes:

a) Underwriting and setting up **Your Policy**
b) Managing risk
c) Handling and assessing claims

We may collect **Your** data directly from **You**, or from **Your** solicitor or insurance broker if they are helping with **Your** claim.

Who We May Share Your Data With

To manage **Your Policy** or claim, **We** may need to share **Your** data with trusted third parties, such as:

a) Solicitors, experts, or the courts
b) Insurance intermediaries or other insurance companies
c) Appointed service providers and specialist agencies
d) Other members of the Accelerant group (who may contact **You** for feedback)

We will always take reasonable steps to keep **Your** data safe and to make sure it is handled in line with this privacy notice.

When We May Disclose Your Data

We will never share **Your** data with other organisations unless:

a) **We** are required to do so by law or regulation, or
b) It is necessary to prevent or detect crime, fraud, or money laundering

In some cases, **We** may share information with public bodies such as the police or anti-fraud agencies. If false or misleading information is given and fraud is suspected, **We** may pass those details to fraud prevention agencies.

Our Legal Basis for Using Your Data

We process **Your** personal data because:

a) It is necessary to carry out Our duties under the contract **You** have with **Us**
b) **We** have a legitimate interest in managing **Your** insurance and providing Our services

How Long We Keep Your Data

We keep personal data for **7 years** from the end of **Your Policy** or claim.

We may keep it for longer if **We** need to:

a) Comply with legal or regulatory duties
b) Resolve disputes
c) Enforce Our rights under the **Policy**

If **You** would like **Us** to stop using **Your** personal data after this period, please email: dpo@missionunderwriters.co.uk

Your Data Protection Rights

You have rights under data protection law about how **Your** personal data is used. These include:

a) The right to access the personal data **We** hold about **You**
b) The right to correct any inaccurate or incomplete data
c) The right to have **Your** data erased, in certain circumstances
d) The right to object to **Your** data being used for direct marketing
e) The right to restrict how **Your** data is used
f) The right to ask **Us** to transfer **Your** data to another provider (data portability)

If **You** want to exercise any of these rights, or if **You** have questions or concerns about how **Your** data is being used, please contact **Us** in writing at:

Data Protection Officer
Kovrilo Limited
One Fleet Place
London
EC4M 7WS
Or via Email: dpo@missionunderwriters.co.uk

Employers' Liability Tracing Office (ELTO)

We are required to provide certain information about this **Policy** to the Employers' Liability Tracing Office (ELTO), which operates the central database for Employers' Liability insurance in the UK.

The information we supply includes:

a) the **Policy** reference number
b) the Employer's name, address, and any known subsidiary or previous trading names
c) the dates of cover

Where available, we will also provide the Employer Reference Number (ERN) issued by HM Revenue & Customs. If this is not available, ELTO may obtain it directly through HMRC's data-matching arrangements.

This information is held on the ELTO database in accordance with the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010, as amended.

The ELTO database helps Employees (or their representatives) who suffer an employment-related Injury or illness in the UK to:

a) identify which insurer provided cover during their employment; and
b) confirm the relevant Policy details.

The database is managed by ELTO. Information held on it may be accessed by claimants, their representatives, insurers with potential liability, and other authorised parties as permitted by law.

Insurers

The **Policy** is in sections which are underwritten separately by the companies indicated below (the "Insurers") in consideration of payment of the premium by **You**, as set out in the **Schedule**. A company is not jointly liable for liability of any other that underwrites this **Policy**

Section	**Insurers**
Sections 1-13	Accelerant Insurance UK Limited is registered in England and Wales with company number 03326800 and has its registered office at Lodge Park Business Centre, Lodge Lane, Langham, Colchester, CO4 5NE. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reference number 207658).
Section 14	ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 02585818. ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited. ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England
Section 15	Qlaims Limited on behalf of Great American International Insurance (UK) Limited, registered at One Temple Quay, Temple Back East, Bristol, BS1 6DZ. Company Number 02714031. Authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority (FRN202874). Qlaims Limited are authorised by the Financial Conduct Authority (FRN775237). Registered Office: Level 30, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB.

Sections 16-17	HSB Engineering Insurance Limited, registered in England and Wales: 02396114, Chancery Place, 50 Brown Street, Manchester M2 2JT. HSB Engineering Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom.

Definitions

Words or expressions that have a specific meaning are shown in bold with a leading capital letter. These defined terms will carry the same meaning wherever they appear, unless **We** clearly say otherwise:

a) If a term is defined within these definitions, the **Schedule**, endorsements, or General Sections, it will apply throughout the **Policy**.
b) If a term is defined in a specific Section, it will only apply within that Section or its endorsements.

Average

If **You** make a claim and the **Declared Value** specified in the **Schedule** is less than 85% of the actual value, **We** will only pay part of the claim. **We** will reduce the amount **We** pay in proportion to the amount **You** are underinsured by.

*For example, if **Your Property** is worth £100,000 but **You** insured it for only £70,000, **We** will only pay 70% of any claim **You** make.*

Business

The work **You** do as part of **Your Business** activities which includes:

a) any activity carried out at or from **the Premises**,
b) any work done away from **the Premises**, such as at a customer's site or in a public place, as part of **Your** normal **Business** activities,
c) ownership, maintenance, and repair of **Your Property**,
d) running canteens, social or sports clubs, or welfare services for the benefit of **Your Employees**,
e) providing medical, fire safety, or security services,
f) any private work an **Employee** does for one of **Your** directors or partners, if **You** have agreed to it in advance.

Business Hours

The time when **You** or **Your Employees** are working (either at **the Premises** or at any other location) as part of **Your** normal **Business** activities.

Damage /Damaged

Physical loss, destruction, or **Damage** to tangible **Property**.

Day One Uplift

Day One Uplift is an automatic increase added to the **Declared Value** to protect **You** against the effects of inflation during the **Period of Insurance**.

This means the Sum Insured shown on the **Schedule** is higher than the **Declared Value**, to make sure **You** remain properly insured even if rebuilding or replacement costs go up after the **Policy** starts.

*For example, if the **Declared Value** is £100,000 and the **Day One Uplift** is 20%, the Sum Insured will be £120,000. This extra 20% helps cover rising costs between the start of the **Policy** and the time of any loss.*

Declared Value

The **Declared Value** is the amount **You** tell **Us** at the start of the **Period of Insurance**, based on the full cost of rebuilding or replacing **Your Property** as new, including:

- Professional fees (such as architects or surveyors),
- Debris removal costs, and
- Any extra costs to meet current building regulations.

It does not include any allowance for inflation during the year.

Employee(s)

Any individual working under **Your** direct control on behalf of the **Business**, including:

a) a person under a contract of service or apprenticeship with **You**
b) a person under a contract of service or apprenticeship with another employer who is hired or borrowed by **You**
c) a labour master or a person supplied by them
d) a person engaged as labour-only sub-contractor
e) a self-employed individual performing work under **Your** control and direction as someone under a contract of service or apprenticeship with **You**
f) a driver or operator of hired-in plant
g) a trainee or a person undergoing work experience
h) a voluntary helper.

Excess/Excesses

The amount(s) specified in **Your Policy** or **Schedule** for which **You** are responsible, which **We** will deduct from every claim.

Fraudulent Claim(s)

A claim or claims that, based on the balance of probabilities, involve any of the following:

(a) fiction or falsehood
(b) exaggeration or inflation
(c) support from false or forged documents, information, or statements made dishonestly by the standards of ordinary reasonable individuals.

This definition also includes wilfully causing loss, **Damage**, or **Injury**.

Injury

Death, bodily **Injury**, illness, or disease affecting any person, excluding mental anguish, shock, **Injury** to feelings or defamation.

Period of Insurance

The period beginning with the effective date and ending with the expiry date, both shown in the **Schedule**.

the Premises

The buildings, outbuildings, and land (or any part of these) at the addresses stated in the **Schedule**, that are owned or used by **You** for the purposes of **Your Business**.

Policy

The entire insurance contract, including this **Policy** document, the Statement of Fact, the **Schedule** and any warranties or endorsements included with the **Schedule**.

Pollution or Contamination

Any **Damage**, deterioration, or harmful effect caused by the presence or spread of dust, smoke, fumes, chemicals, waste materials, or biological agents (including diseases such as foot and mouth). This includes any solid, liquid, gas, or heat-based substance that may pose a risk to health, impair the use of **Property**, or render objects unsafe or unsuitable for their intended purpose.

Property

the Premises, contents, stock, machinery, fixtures, fittings, and other tangible assets belonging to **You** or for which **You** are responsible, and which are described in the **Schedule**.

Schedule

The document that specifies details about **You**, **the Premises**, the **Property** insured, and any **Excess**es, endorsements, and conditions that apply. This document also indicates which sections of the **Policy** are in effect.

Statement of Facts

The document that sets out the information provided by **You**, or obtained by **Us**, which forms the basis of the insurance **Policy**.

Territorial Limits

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

Vacant or Unoccupied

the Premises (including outbuildings) or any part of these that have become **Vacant**, unfurnished, disused, or left without regular daily occupation by **You** in the course of the **Business**, or which are not otherwise in active use for their intended purpose, for a continuous period of 30 days or more.

We/Us/Our/the Company

Kovrilo Limited for and on behalf of Accelerant Insurance UK Limited, ARAG plc, HSB Engineering Insurance Limited and Qlaims Limited (for and on behalf of Great American International Insurance (UK) Limited).

You/Your/the Insured

The person or persons, or the limited or public limited company named in the **Schedule** as such.

General Conditions

Each section of this **Policy** contains conditions specific to that section. These should be read alongside the General Conditions outlined below.

Acts of Parliament

Any reference in this **Policy** to an Act of Parliament includes:

a) any amendments to that Act, and
b) any Act that replaces it.

Where relevant, this also includes equivalent legislation in:

a) Scotland
b) Northern Ireland
c) the Isle of Man
d) the Channel Islands

It also includes European legislation that applies in the United Kingdom.

Fair presentation of the Risk

You must make a fair presentation of the risk when **You** first take out this **Policy** and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk, including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible:

We may avoid this **Policy** and refuse all claims where:

a) such failure was deliberate or reckless; or
b) **We** would not have entered into this **Policy** on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this **Policy**, **We**:

a) will treat the **Policy** as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
b) will return the premium paid for the period for which the **Policy** is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the **Policy** is treated as having not existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this **Policy**, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

a) proportionately reduce the amount payable in respect of a claim; and/or
b) treat the **Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the **Policy** started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim. That percentage will be calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

Where this **Policy** provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, **Business**, or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) made a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the **Policy** unaffected.

Reasonable precautions

You must:

a) take all reasonable precautions to prevent or minimise **Damage**, accident or **Injury**
b) ensure that all locking and/or fastening devices and/or alarm(s) fitted for the protection of:
   (i) **the Premises**
   (ii) any machinery, plant or equipment located in **the Premises**
   (iii) any vehicles containing items that are insured

are set, operational and effective outside of **Business Hours** or, in the case of vehicles, when left unattended

c) maintain **the Premises** machinery equipment and furnishings in a good state of repair
d) exercise care in the selection and supervision of **Employees**
e) comply with all relevant statutory requirements manufacturers' recommendations and other regulations relating to the use inspection and safety of **Property** and the safety of persons

If **You** do not comply with these requirements, **We** may reduce or refuse to pay a claim, but only to the extent that the failure to take reasonable precautions increased the likelihood or severity of the **Damage**, accident, **Injury**, or liability that occurred.

Adjustment of Premium

If any part of the premium or renewal premium is based on estimates provided by **You**, it is a condition precedent to Our liability that **You** shall keep an accurate record containing all relevant particulars and shall allow **Us** to inspect it. **You** shall within one calendar month after the expiry of each **Period of Insurance** provide such information as **We** may require. The premium shall then be adjusted and the difference paid by or allowed to **You**. Should **You** fail to supply the information required then **We** shall be entitled to charge a reasonable additional premium, which **You** must pay within 30 days of being notified of it.

Our Rights to Cancel the Policy

We or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your Policy** where there is a valid reason for doing so. If **We** do cancel **Your Policy**, **We** will give **You** 14 days' notice of cancellation in writing to the latest address that **We** hold for **You**. **We** will also set out **Our** reason(s) for cancellation in that letter.

What follows are some examples of reasons that **We** may give but these are not exhaustive or limited:

(a) **You** do not:

i. pay a premium when it is due
ii. co-operate with **Us**, or send **Us** information or documentation that materially affects **Our** ability to process the **Policy** or **Our** ability to defend **Our** interests
iii. take all reasonable precautions to prevent or minimise **Damage**, accident, or **Injury** as required by General Condition - Reasonable Precautions of this **Policy**.

and **You** fail to put this right when **We** ask **You** to by sending **You** 7 days written notice to the latest address that **We** hold for **You**.

(b) Use of threatening or abusive behaviour or language, or intimidation or bullying or harassment of **Our** staff or suppliers.

If **We** cancel **Your Policy**, **We** will refund the premium for the exact number of days left on the **Policy** less a policy administration fee of £25.00 as stated on **Your** cancellation schedule.

If a claim has been submitted or there have been any incidents that could give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium.

For **Your** rights to cancel this **Policy** please see page 12.

Other Interests Clause

The interests of third parties which **You** are required to include on this **Policy** under the terms of any mortgage, **Property**, lease, hire lease or hire purchase agreement are automatically noted if stated in the **Schedule** or on any endorsement attaching to this **Policy**.

Contracts (Rights of Third Parties) Act 1999

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

Vacant or Unoccupied Buildings

We will only be liable to pay a claim under this **Policy** if when **the Premises** are **Vacant** or **Unoccupied**:

a) **You** notify **Us** immediately when **You** become aware:
(i) that **the Premises** are **Vacant** or **Unoccupied**
(ii) of any **Damage** to **the Premises** whether such **Damage** is insured or not
(iii) that **the Premises** are to be occupied by contractors for renovation, alteration or conversion purposes or if **the Premises** are to become occupied again

b) **the Premises** are inspected internally and externally at the interval stated on the **Schedule** and a suitable log of such inspections is maintained
c) all trade refuse and waste materials are removed from the interior of **the Premises** and no accumulation of refuse and waste be allowed in the adjoining yards, spaces or land owned by **You**
d) **You** secure **the Premises** and rectify any defects which render **the Premises** insecure
e) **You** shut off the gas, water, and electricity in **the Premises** at the mains and, where **You** can, lock the isolation valves with a chain and padlock (unless **You** need power to keep security systems or fire-safety equipment working, or heat to prevent water pipes from freezing).

Survey

We will only be liable to pay a claim under this **Policy** if **You** comply with any risk improvements required by **Us** following a survey and that **You** do so within the timescales provided by **Us**.

We retain the right to cancel, suspend or alter the terms of the insurance provided by this **Policy** should the survey show the risk or any part of it to be unacceptable to **Us** or requiring improvement.

Alteration in Risk

We will only be liable to pay a claim under this **Policy** if **You** or **Your** broker tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this **Policy**, which materially affects the risk of **Injury**, loss, **Damage** or liability which would fall within the **Policy** cover. This includes but is not limited to the **Business** or **the Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this **Policy** (including but not limited to the premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy** in accordance with General Condition - **Our** Rights to Cancel the **Policy**.

If an alteration creates an additional premium, this will be subject to a minimum premium of £25 plus Insurance Premium Tax. If an alteration creates a lower premium, **We** will refund any difference, except for the first £25 or any difference which is less than £25 plus Insurance Premium Tax, which will be retained to cover administrative costs.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

a) cancel the **Policy** back to the date when the alteration occurred, if **We** would have cancelled the **Policy** had **You** told **Us** of the alteration in risk;
b) proportionately reduce the amount payable in respect of a claim; and/or
c) treat the **Policy** as if it contained the different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or any application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim. That percentage will be calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

General Exclusions

Each section of this **Policy** contains exclusions specific to that section and these should be read alongside the General Exclusions outlined below.

War, Government Action, or Terrorism

This exclusion does not apply to Sections 16 of this **Policy**.

We will not cover:

a) Any **Damage** to **Property**, or any related costs, losses, or indirect losses that result from or are linked in any way (directly or indirectly) to:
   i. War, Government Action, or Terrorism (including any nuclear, chemical, biological, or radiological means, whether actual or threatened); or
   ii. Civil unrest in Northern Ireland that amounts to civil commotion.

b) Any legal liability of any kind, or associated costs or losses, caused by or linked to War, Government Action, or Terrorism, unless specifically stated otherwise in the Liability section of this **Policy.**

Definitions used in this exclusion:

a) War includes war (declared or not), invasion, acts of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power, mutiny, and any widespread civil unrest that becomes a popular uprising or resembles war.
b) Government Action means martial law, or any government (local or national) order to take, **Damage**, destroy, or control **Property**. It also includes any steps taken to respond to or prevent War or Terrorism.
c) Terrorism means 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 His Majesty's government in the United Kingdom or any other government de jure or de facto.

Important:
If **You** claim for **Damage**, loss, or liability that **We** believe is not covered due to this exclusion because it was caused by Terrorism, **You** will need to prove that this exclusion does not apply**.**

Liability Provisions – Terrorism Limit (Employers' Liability)

We will provide cover under Section 11: Employers' Liability, in line with the rest of the **Policy**'s terms, definitions, exclusions, and conditions.

However, if a claim arises from an act of Terrorism (whether directly or indirectly) **Our** total liability for all legal claims, costs, and expenses caused by the same event (or a series of related events) will be limited to £5,000,000.

Sonic Bangs

We will not cover any **Damage**, loss, cost, or indirect loss caused by pressure waves from aircraft or other flying objects travelling at sonic or supersonic speeds (e.g. breaking the sound barrier).

Radioactive & Nuclear Contamination

We will not cover any **Damage** to **Property**, loss, cost, indirect loss, or legal liability that arises (directly or indirectly) from:

a) Ionising radiation or radioactive **Contamination** from nuclear fuel or nuclear waste produced during the use (or burning) of nuclear fuel, or
b) The radioactive, toxic, explosive, or dangerous PROPERTIES of any nuclear device or component.
c) Any nuclear reaction, nuclear radiation, or radioactive contamination, whether controlled or uncontrolled.

d) any weapon or device using atomic or nuclear fission, fusion or similar reaction, or radioactive force or material.

e) the radioactive, toxic, explosive or other dangerous properties of any radioactive material.

This exclusion applies whether or not any other cause or event contributes at the same time or in any sequence to the loss.

Exception – Bodily **Injury** to **Employees**

If an **Employee** suffers Bodily **Injury** during their work for **You**, this exclusion still applies—but only to:

a) Claims made against a principal (e.g. a contractor hiring **You**), or
b) Liability **You** have accepted under a contract where **You** wouldn't otherwise be legally responsible without that contract.

Pollution or Contamination

This exclusion does not apply to Sections 9 to 11 of this **Policy**.

For this exclusion, a "defined peril" means any of the perils listed as numbers 1 to 12 in Section 1 – Material **Damage**.

We will not cover **Damage** caused by **Pollution** or **Contamination**, unless (and only if it's not excluded elsewhere) the **Damage** is:

a) Caused by **Pollution** or **Contamination** that was itself triggered by a defined peril, or
b) Caused by a defined peril that happened as a direct result of **Pollution** or **Contamination**.

Technology and Data Failure Exclusion

This exclusion does not apply to Section 16 of this **Policy**.

We will not cover any loss, **Damage**, liability, cost or expense caused by, contributing to, or arising from:

(a) the failure, malfunction or inability of any computer, computer system, software, hardware, data storage device, microchip, integrated circuit or similar equipment (whether owned by **You** or not) to:

i. correctly recognise, process or store any date or time;
ii. capture, save, or retain data correctly; or
iii. follow programmed instructions involving data or time.

(b) the loss, corruption, or failure of any data or software, or the inability to access or use data or software.

However, **We** will pay for any resulting physical **Damage** to insured **Property** if it is directly caused by:

i. fire, lightning, explosion;
ii. aircraft or anything dropped from them;
iii. riot or civil commotion;
iv. malicious **Damage** (excluding theft);
v. earthquake, storm or flood;
vi. escape of water from any tank, apparatus or pipe;
vii. impact by a vehicle or animal;

and that physical **Damage** is otherwise covered by this **Policy**.

Marine Policies

We will not cover **Damage** to **Property** that is already covered, or would be covered if this **Policy** didn't exist, under a marine insurance **Policy**.

However, if the marine **Policy** pays less than the full amount of the loss, **We** will cover the shortfall, subject to the terms of this **Policy**.

Asbestos

(This exclusion does not apply to Section 11 – Employers' Liability)

We will not cover any loss, cost, expense, or liability (whether for Bodily **Injury**, loss, or **Property Damage**) that arises directly or indirectly from:

a) The manufacture, mining, processing, distribution, testing, removal, storage, disposal, sale, or use of asbestos, or
b) Exposure to asbestos or materials/products that contain asbestos.

This applies even if another cause also contributed to the loss at the same time or in sequence.

For claims in respect of **Damage** to **Property**, **We** will only exclude the part of the loss that results (directly or indirectly) from asbestos-related activities or exposure.

Confiscation and Nationalisation

We will not cover any loss, **Damage**, or liability caused by the confiscation, nationalisation, or compulsory possession of **Property** by order of any government, public authority, local authority, customs authority, or other official body.

Electronic Data

This exclusion does not apply to Section 16 of this **Policy**.

We will not cover any loss, **Damage**, distortion, erasure, corruption, or change to Electronic Data (regardless of the cause). This includes loss of use, reduced functionality, denial of access, or any cost or expense resulting from it. This applies even if another event or cause happens at the same time or afterwards.

Definitions used in this exclusion:

i. Electronic Data means any data, concepts, or information (**Your** own or someone else's) that has been converted into a format used by electronic or computer-controlled equipment. It includes software, programs, or instructions used to process or manage data or operate such equipment.
ii. Computer Virus means any harmful or unauthorised code or instructions (whether malicious or not) that can spread through a computer system or network. This includes viruses, worms, trojan horses, and time or logic bombs.
iii. Hacking means gaining unauthorised access to any device, system, or equipment that processes, stores, or receives Electronic Data—whether it belongs to **You** or not.

Electronic Data Media Valuation:

If electronic data storage media covered by this **Policy** is **Damaged**, **We** will pay the cost of replacing the blank media plus the cost of copying **Your** data from backups or earlier versions. **We** will not pay for the cost of research, re-creation, or data gathering.

If the media is not repaired, **We** will not cover the cost of recreating the Electronic Data.

Virus, Disease and Pandemic

(This exclusion does not apply to Section 6 – Employers' Liability)

We will not cover any **Damage**, loss, liability, claim, cost or expense (whether suffered by **You** or someone else)that is directly or indirectly caused by, linked to, or made worse by any communicable or infectious disease, including but not limited to:

a) Any virus, bacterium, parasite, or other organism capable of causing disease or illness and which can be transmitted from one person or animal to another
b) Any strain of coronavirus
c) Coronavirus disease (COVID-19)
d) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2)
e) Any mutation or variation of (a), (b), or (c) above
f) Any infectious disease declared a pandemic by the World Health Organization (WHO)
g) Fear or anticipation of any of the above
h) Any government rules, guidance, or restrictions introduced because of any of the above

This applies regardless of whether any other cause also contributed to the event, either at the same time or in a sequence.

Deliberate Acts

We will not cover any **Damage**, **Injury** or liability that **You** or anyone acting on **Your** behalf expected or intended to happen, or that was caused by **Your** failure to take reasonable steps to prevent it. However, this exclusion does not apply to **Injury** caused when **You** or anyone acting on **Your** behalf lawfully uses force to protect people or **Property**.

Invalid Payments

We will not cover any claim for loss of **Your Property** (or **Property You** are responsible for) if the loss happens because a third party failed to pay, or paid using an invalid method, after the **Property** was handed over or transferred to them (or their representative) by **You** or someone acting on **Your** behalf.

Micro-organisms

We will not cover any **Damage**, **Injury**, liability, cost or expense directly or indirectly caused by mould, mildew, fungus, spores, or any type of micro-organism. This includes any substance that may present a real or potential risk to human health.

Misuse of Internet and Extranet

This exclusion does not apply to Section 16 of this **Policy**.

We will not cover any **Damage**, liability, cost or expense resulting from the use or misuse of **Your** intranet, extranet, website or internet address. This includes anything caused by sending emails, plans, designs, photos, or other documents electronically.

Sanctions

We will not pay any claim or provide any benefit if doing so would expose **Us** to any sanction, restriction, or prohibition under United Nations resolutions, or under the trade or economic sanctions laws of the European Union, the United Kingdom, or the United States.

Cost of Excess

You are responsible for paying the **Excess** (the first part of any claim) as shown in **Your Policy Schedule**. **We** will deduct this amount from any claim **We** pay.

PFAS (Per- and Polyfluoroalkyl Substances) – Forever Chemicals

We will not cover:

Any Bodily **Injury**, **Damage** to **Property**, legal liability, costs, losses, expenses, or any other amounts that result from or are in any way connected (directly or indirectly) with:

a) The actual, alleged, or threatened presence, release, use, or effects of PFAS, or
b) The harmful, toxic, or hazardous nature of PFAS, including any **Contamination**, exposure, or clean-up.

We will also not cover:

Any losses, legal costs, or expenses related to any claim, legal action, investigation, or dispute (including court proceedings, arbitration, or other resolution processes) that arises from or is connected in any way with:

i. Inhalation, ingestion, contact with, or exposure to PFAS or PFAS-containing materials;
ii. The design, manufacture, sale, installation, removal, storage, distribution, handling, marketing, use, or disposal of PFAS or PFAS-containing materials;
iii. Any investigation, testing, clean-up, removal, treatment, containment, detoxification, or remediation involving PFAS or PFAS-containing materials;
iv. Any failure to report the presence or use of PFAS to authorities; or
v. Any failure to warn about PFAS or to provide adequate information about its risks.

Definition used in this exclusion:

PFAS means any **Per- and Polyfluoroalkyl Substances**, in any form, including but not limited to:

a) Substances containing a perfluorinated methyl group ($–CF_3$) or perfluorinated methylene group ($–CF_2–$);
b) Any breakdown products, salts, free radicals, or ions derived from such substances;
c) Any materials, products, or waste that contain or are derived from PFAS;
d) Any substance with a similar chemical structure, composition, or function to PFAS, whether intentionally added or present as a by-product, impurity, or residue.

Cyber and Data Exclusion

This exclusion does not apply to Section 16 of this **Policy**.

We will not cover any loss**, Damage,** liability, claim, cost, or expense of any kind directly or indirectly caused by, contributed to, or arising from:

a) The use or operation of any computer system**,** computer network**,** software**,** malicious code**,** malware**,** virus**,** ransomware**,** or any other electronic system or device**;**
b) Any cyber attack**,** unauthorised access**, or** malicious or accidental introduction of code or instructions that interrupts, alters, corrupts, or damages the operation of a computer system or data;
c) Any failure or inability (whether deliberate or accidental) of any computer system, data processing equipment, or digital device to correctly recognise, store, or process any date, command, or information;
d) Any loss, corruption, theft, or misuse of data**,** including personal data, electronic information, or software;
e) Any action taken in controlling, preventing, investigating, or responding to any of the above.

This exclusion applies whether or not any other cause or event contributes at the same time or in any sequence to the loss.

Offshore Work and Activities Exclusion

We will not cover any loss, **Damage**, **Injury**, cost, expense or liability arising from or in connection with any work, travel, or activity undertaken:

a) Offshore, being any location at sea or in tidal waters where persons are required to remain on or travel by vessel, platform, rig, or other structure for the purpose of exploration, drilling, production, maintenance, construction, or servicing of oil, gas, or other minerals;
b) In transit to or from any offshore installation or vessel by air or sea; or
c) Involving the extraction, processing, or storage of hydrocarbons offshore.

For the purposes of this exclusion, “offshore” means beyond the low-water mark of the United Kingdom, Isle of Man, or Channel Islands.

Nothing in this exclusion shall prevent cover for clerical or onshore activities forming part of the same Business as described in the Schedule.

Section 1 – Material Damage

Definitions

The following definitions apply specifically to this section and are in addition to the General Definitions at the front of this **Policy**. These definitions apply wherever the terms appear in this section, unless a different definition is clearly stated.

Buildings

The term Buildings means:

a) Structures at **the Premises** that are specified in the **Schedule**
b) Fixtures and fittings that are owned by **You** or for which **You** are responsible, both inside and outside of these structures
c) Central heating systems
d) Outbuildings, extensions, annexes, and gangways
e) Forecourts, yards, terraces, driveways, and footpaths
f) Boundary walls, gates, and fences
g) Underground pipes, drains, sewers, cables, and wires, for which **You** are legally responsible, that serve the **Premises** and are within the boundaries of the **Premises**.

Contents

The term Contents means the following items at **the Premises**:

a) **Stock**
b) Machinery, equipment, trade fixtures and fittings
c) Improvements made by tenants
d) Office contents (excluding electronic **Business** equipment, computers, and software)
e) Fixed internal and external glass, sanitary fittings, and signs
f) Portable hand tools
g) Electronic **Business** equipment, computers, and software
h) Patterns, moulds, models, plans, templates, and designs – but only for the cost of labour and materials needed to reinstate them
i) Documents, **Business** books, and manuscripts – but only for the value of the stationery and clerical work required to re-create them (not the data or information they contain)
j) Personal belongings of directors, partners, visitors, and **Employees** (including clothing, pedal bikes, tools, and instruments) up to £500 per person – this excludes items made of precious metal, jewellery, furs, money, or financial securities, which are not covered for theft
k) Wines, spirits, cigarettes, and tobacco kept for **Business** entertaining – covered for theft (if insured), up to £250 in total

All of the above must either belong to **You** or be in **Your** care, custody, or control, and not be otherwise specifically insured elsewhere.

Electronic Business Equipment

Electronic **Business** machines, computers, and software owned by **You** or under **Your** responsibility. Our maximum liability is the amount shown in the **Schedule**.

We will also cover computer system records up to £2,500, but only for the physical cost of materials and the cost of reproducing the data. This does not include the value of the data itself.

Glass and Sanitaryware

This includes:

a) All fixed glass, including shelves, display units, and mirrors
b) Fixed sanitary fittings such as baths, sinks, washbasins, pedestals, bidets, shower trays, toilet pans, and cisterns

Mobile Plant

Mobile Plant means machinery, plant, and equipment owned by **You** and used in connection with the **Business** which:

a) is designed to be moved, transported, or used away from the **Premises**; or
b) is self-propelled, towable, or portable; or
c) is normally taken to contract sites, customer sites, or other locations away from The Premises.

Examples of **Mobile Plant** may include portable machinery, mobile compressors, portable generators, mini dumpers, ride-on equipment, and similar movable plant.

Portable Hand Tools

Portable tools owned by **You** or **Your Employee**s (where **You** have accepted responsibility) that are not insured elsewhere, provided:

a) The value of any single tool does not exceed £500
b) The total value claimed does not exceed the limit shown in the **Schedule**

Rent

Money **You** receive or are entitled to for providing accommodation and services at **the Insured** premises.

Static Machinery and Plant

Static Machinery and Plant means machinery, plant, and equipment owned by **You** and used in connection with the **Business** which:

a) is permanently installed at the **Premises**; or
b) forms part of the fixed operational equipment of the **Business** at the **Premises**; or
c) is normally kept and used at the **Premises** and is not designed primarily for use away from the **Premises**.

Examples of **Static Machinery and Plant** may include production machinery, fixed woodworking machinery, presses, conveyors, compressors, generators, manufacturing equipment, workshop machinery, and similar business equipment.

Stock

All goods, materials, work in progress, and finished products that belong to **You** or are held in trust by **You** and for which **You** are responsible.

Tenants' Improvements

Fixtures and fittings installed by **You** as the occupier of **the Premises**.

Perils (Insured Events)

1. Fire and Lightning

Fire, excluding **Damage** caused by:

a) Explosion resulting from fire
b) Earthquake or subterranean fire
c) Any item of **Property** overheating, self-heating, or undergoing any heating process

2. Lightning

3. Explosion

a) Explosion of domestic gas or boilers (excluding **Damage** caused by earthquake or subterranean fire)
b) All other explosions, but not:

Damage caused by bursting due to steam pressure in boilers or similar vessels owned or controlled by **You**

4. Aircraft

Damage caused by aircraft, aerial devices, or anything falling from them.

5. Earthquake or Subterranean Fire

6. Riot, Civil Commotion and Malicious Acts

Damage caused by:

Riots, civil commotion, strikes, locked-out workers, labour disturbances, or malicious person or persons.

Excluding:

(i) **Damage** due to interruption or stoppage of work
(ii) Confiscation, seizure, or destruction by government or public authorities
(iii) **Damage** caused by theft
(iv) **Damage** when **the Premises** are **Vacant** or **Unoccupied**

7. Theft or Attempted Theft

Caused by:

a) Forcible or violent entry to or exit from **the Premises**
b) Violence or threats to **You**, **Your** directors, partners, **Employees**, or their families

Excluding:

(i) **Property** left in the open (unless agreed in writing)
(ii) Theft from buildings that cannot be locked
(iii) Theft when **the Premises** are **Vacant** or **Unoccupied** (unless **We** have agreed otherwise in writing)
(iv) Theft of stock at exhibitions unless kept in a locked and/or guarded indoor hall outside **Business** Hours
(v) Theft of jewellery, precious metals, stones, bullion, or furs unless specifically insured

8. Storm

Excluding **Damage** caused by:

(i) Escape of water from any natural or artificial watercourse, including rivers, streams, lakes, or canals
(ii) Flooding from the sea (from storms or otherwise)
(iii) Frost, subsidence, ground heave, or landslip
(iv) Changes in the water table
(v) Damage to fences, gates, machinery, and moveable items in the open or open-sided buildings

9. Flood

Excluding **Damage** caused by:

(i) Storm or tempest
(ii) **Escape of Water** from any tank, pipe, or fixed heating system serving the **Premises**
(iii) Frost, subsidence, ground heave, or landslip
(iv) Changes in the water table
(v) Damage to fences, gates, machinery, and moveable items in the open or open-sided buildings

10. Escape of Water or Oil

From any tank, pipe, or fixed oil-fired heating system.

Excluding:

(i) Sprinkler discharge
(ii) **Damage** when **the Premises** are **Vacant** or **Unoccupied** (unless **We** have agreed otherwise in writing)

11. Impact

Damage caused by:

a) Falling trees or branches (excluding **Damage** from pruning or felling)
b) Collapsing TV or satellite aerials
c) Vehicles or animals

12. Sprinkler Leakage

Damage caused by accidental discharge or leakage of automatic sprinkler systems.

Excluding:

(i) Heat from a fire
(ii) Freezing when premises are **Vacant** or **Unoccupied**
(iii) **Damage** during building or system works
(iv) Known defects in construction or condition

13. Accidental Discharge or Leakage of Sprinkler Systems

Damage caused by the accidental release of water from automatic sprinkler systems.

Excluding:

(i) heat from a fire
(ii) freezing, if **the Premises** are **Vacant** or **Unoccupied**
(iii) repairs, alterations, or extensions to the building or the sprinkler system
(iv) faults in the construction or condition of the building or system that **You** already knew about

14. Any Other Accidental Cause

Damage caused by any unexpected event, unless it is specifically excluded below or covered elsewhere under Perils 1 to 12.

We will not cover **Damage**:

a) that is already covered under Perils 1 to 12 or specifically excluded in those sections.
b) caused by theft or attempted theft unless:
(i) the thief entered or left **the Premises** using force or violence, or
(ii) violence or threats were used against **You**, **Your Employees**, directors, partners, or their families.
c) caused by:
(i) natural wear and tear, gradual deterioration, hidden faults, defects in design or materials, or changes in the water table
(ii) poor workmanship or acts, errors, or omissions by **You** or **Your Employees**
(iii) steam explosions from boilers, economisers or pressure vessels owned or controlled by **You** (unless the **Damage** results from another cause not otherwise excluded).
d) caused by:
(i) corrosion, rust, rot, shrinkage, evaporation, leakage, loss of weight, damp, **Contamination**, fermentation, dryness, scratching, vermin, or insects
(ii) changes in temperature, colour, taste, texture, finish, or **Damage** from light
(iii) failure of joints or welds, cracks, collapse, or overheating of boilers or steam equipment
(iv) mechanical or electrical failure where the problem started within the equipment itself (unless the failure causes **Damage** from another insured cause).
e) caused by or consisting of:
(i) subsidence, ground movement or landslip
(ii) normal settling of newly built structures
(iii) fraud or dishonesty by **You, Your Employees**, or anyone acting on **Your** behalf.
(iv) disappearance, missing stock, unexplained losses, or clerical errors
(v) **Damage** to electronic records from electrical or magnetic interference.

f) caused by the collapse or cracking of a building or structure due to its own failure.
g) to moveable items outdoors or in open-sided buildings, fences, or gates, caused by weather (wind, rain, snow, flood, dust, etc.).
h) to items being heated or processed:
   (i) fire caused by heating or a heat-based process
   (ii) **Damage** (other than fire or explosion) caused during production, packing, treatment, testing, or repair
   (iii) **Damage** caused by dyeing, cleaning, restoration, or scratching.

i) to the following unless specifically insured or noted:
   (i) jewellery, precious metals or stones, bullion, or furs
   (ii) goods in transit
   (iii) money, cheques, stamps, credit cards, or securities
   (iv) glass, sanitaryware or signs:

      1. due to repairs and alterations being carried out at **the Premises**
      2. during installation or removal of such Glass and Sanitaryware or signs
      3. which were broken or cracked prior to the inception of this **Policy**
      4. in greenhouses or conservatories unless specifically accepted by **Us**
      5. forming part of **Your** stock and materials in trade and goods in trust
      6. that have breakage or **Damage** caused by chipping or scratching
      7. in tubes unless the Glass is fractured.

j) to:
   (i) vehicles licensed for road use (and their accessories), caravans, boats, trains, aircraft
   (ii) buildings or structures under construction and materials for them
   (iii) land, roads, bridges, jetties, piers, culverts, or excavations
   (iv) animals, crops, or trees unless specifically covered.
k) caused by delay, embargoes, or actions by a government or public authority, including seizure, requisition, or destruction.
l) in **Vacant** or **Unoccupied** buildings:
   (i) **Damage** caused by freezing
   (ii) **Damage** to glass or sanitaryware
m) involving:
   (i) loss of market, loss of use, reduced value or other indirect losses (unless specifically covered)
   (ii) **Property** that **You** have lent or rented out
   (iii) **Property You** willingly gave away, even if under false pretences
   (iv) **Damage** to part of electrical equipment caused by its own failure (but **We** do cover **Damage** to surrounding **Property** caused by fire spreading from it)
   (v) vending machines, showcases, or their contents if located outside **the Premises**, unless listed in **Your Schedule**.

Cover

If any **Property** at **the Premises** is **Damaged** by one of **the Insured** Perils, **We** will do one of the following (at Our discretion and if the **Policy** terms allow it):

a) Pay **You** the value of the **Property** at the time of the **Damage**,
b) Pay for the amount of the loss, or
c) Reinstate, repair, or replace the **Damaged Property**.

Our total liability during any one **Period of Insurance** will not exceed:

a) The total Sum Insured or Limit of Liability stated in the **Schedule**,
b) The Sum Insured or Limit of Liability shown in the **Schedule** for any individual item, or
c) Any other stated limit that applies.

Machinery And Plant

This section also covers **Damage** to **Static Machinery and Plant** and **Mobile Plant** at the **Premises** or elsewhere within the **Territorial Limits**.

The most **We** will pay under this section for **Static Machinery and Plant** is the amount shown in the **Schedule**.

The most **We** will pay under this section for **Mobile Plant** is the lower of the amount shown in the **Schedule**; or:

a) £75,000 for any one item; and
b) £150,000 in total

These limits form part of, and are not in addition to, the **Sum Insured**.

Basis of Settlement

At **Our** option, **We** will:

a) repair the item;
b) replace the item; or
c) pay the cost of repair or replacement

Clauses

The following clauses apply to this Section:

Average

Each insured item is separately subject to the **Average** condition:

If **You** make a claim and the Sum Insured specified in the **Schedule** is less than 85% of the actual value, **We** will only pay part of the claim. **We** will reduce the amount **We** pay in proportion to the amount **You** are underinsured by.

*For example, if **Your Property** is worth £100,000 but **You** insured it for only £70,000,* **We** *will only pay 70% of any claim **You** make.*

Capital Additions

This Section is extended to cover Buildings and Contents that are newly acquired, altered, or improved, as follows:

(a) Changes at **the Premises**

We will cover alterations, additions, and improvements to Buildings or Contents at **the Premises**, provided that:

a) For **Buildings**, **Our** liability will not exceed 10% of the **Buildings Sum Insured** or £500,000, whichever is lower;
b) For **Contents, Our** liability will not exceed 10% of the **Contents Sum Insured** or £50,000, whichever is higher.
c) **You** agree to tell **Us** about these changes when the **Period of Insurance** ends, so the cover can be updated.

(b) **Property** acquired elsewhere

We will also cover **Property** that is:

a) Newly acquired or newly built by **You**,
b) Located anywhere in Great Britain, the Channel Islands, or the Isle of Man,
c) Not situated at **the Premises**, and
d) Not the responsibility of a building contractor.

This cover applies only if:

a) The **Property** is not otherwise insured,
b) At any one location, Our liability will not exceed the amount stated in the **Schedule**,
c) **You** agree to tell **Us** about this **Property** as soon as reasonably possible, and
d) **You** agree to pay any extra premium due from the date the cover started.

Clearing of Drains

This Section is extended to cover the reasonable and necessary costs of cleaning, clearing, or repairing drains, gutters, sewers, and similar infrastructure that **You** are responsible for where such work is needed as a direct result of **Damage** caused by an insured Peril at **the Premises**. Such work must be carried out as soon as reasonably practicable and, in any event, within 30 days of the date **You** become responsible for it.

Contents at the Homes of Directors and Employees

This Section also covers **Damage** to Contents while they are at the homes of **Your** directors or **Employee**s, or while being transported directly to or from those homes, within the **Territorial Limits**. The items must be for **Business** use only.

Our liability for any one location will not exceed the limit shown in the **Schedule**.

This cover does not apply to:

a) Theft (or attempted theft) from an unattended vehicle, or
b) Theft (or attempted theft) of **Property** not kept in a locked building of substantial construction.

Contract Price

If goods that **You** have sold but not yet delivered are **Damaged**, and the sale contract is cancelled under its terms due to that **Damage**, **We** will base the claim settlement on the contract price of the goods.

This applies only where:

- **You** are responsible for the goods, and
- A valid sale contract was in place before the **Damage** occurred.

For the purposes of this cover, the value of all such goods will be assessed on the same basis in the event of a claim.

Contracting Purchaser's Interest

If at the time of **Damage You** have contracted to sell **Your** interest in any **Building** insured and the purchase is subsequently completed, the purchaser on completion of the purchase shall be entitled to benefit under this **Policy** in respect of such **Damage** (if and so far as the **Property** is not otherwise insured against such **Damage** by the purchaser or on their behalf) without prejudice to either **Your** or Our rights and liabilities until completion.

Cost of Debris Removal and Re-Erection

This Section extends to include the reasonable and necessary costs **You** incur (with **Our** prior written consent) for work to Buildings and Contents insured under this Policy, following Damage caused by an insured Peril, including:

a) Removing debris
b) Dismantling or demolishing
c) Shoring up or propping
d) Re-erecting, fitting, or fixing plant and machinery that is the subject of a valid claim under this Section.

Our liability for these costs will not exceed the Sum Insured or Limit of Liability for each insured Item.

We will not pay for:

a) Costs to remove debris from anywhere other than the site of the **Property** and the area immediately surrounding it, or
b) Costs related to **Pollution** or **Contamination** of **Property** not insured under this Section.

Designation

To determine how **Property** is insured under this **Policy** (such as which Item or column heading it falls under), **We** will accept the description and classification **You** use in **Your** own **Business** records.

Exhibitions

This Section is extended to include **Damage** to Contents while:

a) At any indoor exhibition, or
b) In any building used for storage, within the **Territorial Limits**.

This also includes direct transit to and from the exhibition or storage location.

Emergency Services – Damage to Grounds

This Section is extended to cover the cost of repairing **Damage** caused to the grounds at **the Premises** by emergency services; but only where **You** are responsible for the cost of repairs.

Our liability for such **Damage** will not exceed £10,000 for any one claim.

Glass and Sanitaryware

If this **Policy** includes accidental **Damage** cover for Glass and Sanitaryware at **the Premises**, it also includes the following, where **You** are responsible:

a) The reasonable cost of boarding up or providing temporary glazing while awaiting permanent replacement.
b) Up to £500 per claim for the cost of removing and replacing fixtures and fittings when needed to replace broken glass.
c) Up to £500 per claim for **Damage** to frames, framework, security fittings, or alarm foil caused by broken glass.
d) Up to £250 per claim for accidental **Damage** to goods used in **Your Business** caused by glass breakage in display windows—but only where the **Damage** is not due to Theft or attempted Theft.

We will not pay for:

a) **Damage** resulting from:

   (i) Superficial **Damage** (such as scratches or chips)
   (ii) Indirect loss of any kind
   (iii) **Damage** to **Property** in any **Vacant** or **Unoccupied** building

b) **Damage** caused by or resulting from:

   (i) wear and tear, frost, gradual deterioration, inherent defects, or poor design or materials
   (ii) Faulty workmanship by **You** or **Your Employees**
   (iii) Changes in temperature or atmospheric conditions

c) **Damage** to lettering, embossing, beading, silvering, or decorative work on the glass (unless this is specifically shown in the **Schedule**)

d) **Damage** to fixed Sanitaryware unless the breakage makes it completely unusable

Lock Replacement

This Section is extended to include the reasonable cost of replacing locks on external doors or the intruder alarm system at **the Premises** following:

a) Theft of keys, or
b) Loss of keys due to any insured peril

Cover also applies if the keys were stolen or lost from:

a) **the Premises**, or
b) The home of any director, partner, or **Employee** entrusted with them.

Our liability under this extension is limited to £500 for any one claim.

Loss of Metered Water

If there is **Damage** caused by the **Escape of Water** from any tank, pipe, or apparatus (excluding automatic sprinkler systems), this Section also covers the cost of metered water lost as a result. The amount payable will be based on the current rate per cubic metre of water consumed.

Mortgagees and Lessors

If someone occupying or using **the Premises** (like a tenant or leaseholder) does something (or fails to do something) that increases the risk of **Damage**, the cover for any mortgage lender, freeholder, or landlord will not be affected, as long as they didn't know about it.

However, they must:

a) Tell **Us** immediately after becoming aware of the increased risk, and
b) Pay any additional premium **We** may require.

Non-Invalidation

This insurance will not be made invalid by any act, omission, or change that increases the risk of **Damage** if it happens without **Your** knowledge or control.

As soon as **You** become aware of such a change, **You** must:

a) Tell **Us** immediately, and
b) Pay any extra premium **We** may ask for.

Other Interests

Where **You** are required (under the terms of a mortgage, lease, hire agreement, or similar) to include the interest of another party in this insurance, their interest is automatically covered, subject to **You** telling **Us** about the interest as soon as reasonably practicable.

Professional Fees

This Section includes the **reasonable and necessary cost** of architects, surveyors, consulting engineers, and legal fees that **You** incur (with Our written consent) for reinstating or repairing insured Buildings or Contents (excluding **Stock**) following **Damage**.

This cover does not include fees for preparing or negotiating a claim.

The total amount payable under this clause will not exceed the Sum Insured or Limit of Liability for the relevant item of **Property**.

Compliance with Regulations

This Section is extended to cover the additional costs of reinstating the **Damaged** and undamaged parts of **the Insured Property** (excluding **Stock**) that are required solely to comply with:

a) European Union legislation,
b) Acts of Parliament, or
c) Local authority byelaws.

This cover applies only if:

a) The notice to comply is received after the **Damage** has occurred.
b) The reinstatement work is completed within 12 months of the **Damage** (or longer if **We** agree in writing).
c) The maximum **We** will pay is:
   (i) For **Damaged Property**: 15% of its Sum Insured or Limit of Liability, and
   (ii) For undamaged portions (excluding foundations): 15% of the amount **We** would have paid had the **Property** been totally destroyed.
d) The total amount **We** will pay under this clause will not exceed the Sum Insured or Limit of Liability for the relevant item of **Property**.

Reinstatement of Sum Insured

Unless **You** or **We** confirm otherwise in writing, the Sum Insured under this Section will not be reduced after a claim is paid. This means **Your** cover will return to the full amount shown in the **Schedule** for the remainder of the **Period of Insurance**.

You may need to pay an additional premium to cover the reinstated amount from the date of the loss to the end of the **Period of Insurance**.

We will normally only apply this extra premium in cases where:

a) The amount paid for the claim is significant in relation to the total Sum Insured, or
b) There is an increased risk of further losses during the same **Period of Insurance**, or
c) The reinstatement affects Our reinsurance arrangements.

We will tell **You** at the time of the claim if an additional premium is required.

Services

This Section also covers **Property** forming part of underground or above-ground services in adjoining yards, roadways, or beneath **the Premises**, where such services are:

a) **Your Property**, or
b) **Property** for which **You** are legally responsible.

Subrogation Waiver

If **We** pay a claim under this Section, **We** will not seek recovery from:

a) Any company that is a parent or subsidiary of **Your**s, as defined by the relevant Companies Act or Companies (Northern Ireland) Order, current at the time of the **Damage**;
b) Any company that is a fellow subsidiary of the same parent company as **You**, under the same legal definitions.

Temporary Removal

1. Contents Temporarily Removed (excluding **Stock**)

We will cover Contents (excluding **Stock**) while temporarily removed from **the Premises** for cleaning, repair, renovation, or similar purposes, provided they are:

a) Located elsewhere in the United Kingdom, or

b) In direct transit by road, rail, or inland waterway.

Our liability for any one claim under this clause is limited to:

a) 15% of the Limit of Liability for each insured Item, or
b) For documents, manuscripts, plans, and similar items: 15% of their total value.

2. Transfers Between Premises (including **Stock**)

This Section also covers Contents, including **Stock**, while being transferred between **the Premises** stated in the **Schedule**, including direct transit by road, rail, or inland waterway.

The most **We** will pay for any one transfer is the lesser of:

a) The amount **We** would have paid had the **Damage** occurred at the original Premises, or
b) £50,000.

Conditions

Cover under both (1) and (2) is subject to:

a) The **Property** not being covered under another, more specific insurance, and
b) The **Excess** stated in this Section applying.

Theft Damage to Buildings

We will pay the cost of repairing **Damage** to the Buildings at **the Premises** caused by Theft or attempted Theft, even if the Buildings are not insured under this **Policy**; but only if:

a) **You** are legally responsible for the cost of the repairs, and
b) The **Damage** is not covered by any other insurance.

Trace and Access

If **Damage** is caused by the escape of water or oil (where insured under this **Policy**), **We** will pay the reasonable and necessary costs of:

a) Finding the source of the leak, and
b) Making good the area after investigation.

Our maximum liability under this clause is £10,000 for any one claim.

Underground Services

We will cover Accidental **Damage** that **You** are legally liable for, to underground:

a) Pipes
b) Cables
c) Drains
d) Inspection covers

that supply services to or carry waste from **the Premises**, up to the point where they join the public mains or sewer system.

Basis of Settlement

1. Reinstatement Basis – Buildings and Contents (excluding Stock)

This clause applies to the Buildings and Contents covered by this **Policy**, but not to **Stock**.

What **We** Will Pay

We will pay the cost of the Reinstatement of any **Property** that suffers **Damage**.

Reinstatement means:

a) Rebuilding or replacing **Property** that is lost or destroyed, or
b) Repairing or restoring **Property** that is **Damaged**,

So that the **Property** is in the same condition as new, but not better or more extensive than when it was new.

Declared Value is:

Your assessment, at the start of the **Period of Insurance**, of the full cost to reinstate the **Property** at that time (excluding any **Day One Uplift You** have requested). This value should include:

a) Extra reinstatement costs required by public authorities,
b) Professional fees that are reasonably and necessarily incurred (with Our written consent), and
c) Debris removal costs also reasonably and necessarily incurred (with Our written consent).

We will base any claim payment on this Reinstatement basis.

Special Conditions – Reinstatement Basis

1. **Declared Value** Required
   At the start of each **Period of Insurance**, **You** must tell **Us** the **Declared Value** for each Item relating to Buildings and Contents (excluding **Stock**).
   If **You** do not, **We** will use the most recent **Declared Value** previously provided, adjusted for **Day One Uplift**.

2. Underinsurance (**Average** Condition)
   If **You** make a claim and the **Declared Value** specified in the **Schedule** is less than 85% of the actual value, **We** will only pay part of the claim. **We** will reduce the amount **We** pay in proportion to the amount **You** are underinsured by.

*Example: If the **Property** should be insured for £100,000, but **You** only insure it for £75,000, **We** will only pay 75% of any claim.*

3. When **We** Will Not Use the Reinstatement Basis
   We will not pay under this Reinstatement Basis clause unless:

   a) The reinstatement work begins and is completed without unnecessary delay,
   b) **You** have already incurred the cost of reinstatement, and
   c) Any other **Policy You** hold on the same **Property** is also on a Reinstatement basis.

If these conditions are not met, **We** will settle the claim on an indemnity basis, taking into account depreciation, wear and tear, and the condition of the **Property** immediately prior to the **Damage**.

4. Alternative Site
   You can rebuild the **Property** somewhere else or in a different way, but **We** will not pay more than it would have cost to rebuild it at the original location.

5. Partial **Damage**
   If only part of the **Property** is **Damaged**, **We** will not pay more than it would cost to rebuild the whole **Property** as if it had been completely destroyed.

2. Replacement Basis – Stock

This clause applies only to **Stock** (and not to the other Buildings & Contents covered by this **Policy**).

What **We** Will Pay

We will pay to repair or replace any **Damaged Stock** in trade so that it is in the same condition it was in before the **Damage**; but not better or more extensive than before.

Stock - Sum Insured

The Sum Insured is the amount **You** advise **Us** of at the start of the **Policy**. It should be the full cost to replace all **Stock** (including an allowance for debris removal) at that time.

Special Conditions – Replacement Basis

Telling Us the Sum Insured

At the start of each **Period of Insurance**, **You** must tell **Us** the Sum Insured for **Stock**.
If **You** do not, **We** will use the last figure **You** gave **Us**, adjusted for inflation.

Underinsurance (Average Condition)

If **You** make a claim and the Sum Insured specified in the **Schedule** is less than the full cost to replace the stock, **We** will only pay part of the claim.
We will reduce the amount **We** pay in proportion to the amount **You** are underinsured by.

*Example: If the stock should be insured for £100,000, but **You** only insure it for £75,000, **We** will only pay 75% of any claim.*

When **We** Will Not Pay on a Replacement Basis

We will not pay under this Replacement Basis clause unless:

a) The repair or replacement work begins and is completed without unnecessary delay,
b) **You** have already incurred the cost of repair or replacement, and
c) Any other **Policy You** hold on the same **Property** is also on a Replacement basis.

If these conditions are not met, **We** will settle the claim on an indemnity basis, taking into account depreciation, wear and tear, and the condition of the **Stock** immediately prior to the **Damage**.

Partial Damage

If only part of the stock is **Damaged**, **We** will not pay more than it would cost to replace all of the stock as if it had been completely destroyed.

Conditions

The following conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this **Policy**.

If **You** do not comply with any of these requirements, **We** may not pay a claim under this Section.

Electrical Inspection

We will only pay a claim under this **Policy** if all the following requirements are met:

a) The electrical system at **the Premises** must have been inspected and tested by a qualified electrical engineer, in line with the current IET Regulations, within five years before the start of the **Period of Insurance**.
b) Any work listed on the certificate that is needed to meet the IET Regulations must have been completed within 60 days of the inspection.
c) **You** must hold a valid inspection certificate and provide it to **Us** if **We** ask.
d) The electrical system must be inspected and tested again either by the date recommended on the latest certificate or within five years of the last inspection, whichever is sooner.

Fire Break Doors and Shutters

We will only pay a claim under this **Policy** if all fire break doors and shutters are:

a) kept closed at all times, except during **Business Hours**, and
b) properly maintained and in good working order.

Fire Extinguisher – Automatic Sprinkler Installations

We will only pay a claim under this **Policy** if **You** meet all the following requirements. These apply because a reduced rate has been given for the automatic sprinkler system(s) **You** have advised **Us** of:

a) Each working day, **You** must check that the circuit between the alarm switch and the control unit is working properly.
(**You** do not need to do this if the circuit is always monitored or designed so that a single wire break won't stop the alarm, e.g. a ring circuit.)
b) Each week, **You** must test:
   (i) the connection with the public fire service, alarm centre, or fire brigade control (unless the fire brigade has confirmed in writing that they will carry out this test),
   (ii) the batteries that support the system.
c) **You** must have a contract in place with approved sprinkler engineers for regular maintenance and inspections at least every six months. After each inspection, **You** must get written confirmation from the engineers that the system is working properly.
d) Each week, **You** must test the alarm gong and check that the stop valves controlling the water supply to each part of the system are fully open.
e) Each week, **You** must test that the pump(s) start both automatically and manually. For diesel-powered pumps, **You** must also check and record the battery fluid levels and density.
f) Every three or six months (as required by **Us**), **You** must test each water supply and record the details of the test.
g) **You** must fix any problems found during these tests (or otherwise) without delay.

We may inspect the sprinkler system(s) at **the Premises** at any reasonable time.

Fire Extinguishment – Other Appliances

We will only pay a claim under this **Policy** if:

a) All fire extinguishing equipment at **the Premises** is kept in proper working order, and
b) **You** have a yearly service contract with an approved supplier to service and maintain this equipment, in line with the Regulatory Reform (Fire Safety) Order 2005.

If **You** meet these requirements, this Section will still apply even if a fire appliance does not work properly due to something outside **Your** control.

Minimum Security Requirements

We will only pay a claim for theft or attempted theft if **You** meet all of the following security requirements, unless **We** have agreed in writing to accept an alternative arrangement:

Doors and Locks

- All external exit doors must be fitted with locks that meet British Standard BS 3621 or a higher standard, and must be locked whenever the premises are left unattended.
- Sliding or folding doors must be secured with a locking bar and a close-shackle padlock.
- Multi-leaf doors must have each leaf secured internally by bolts at the top and bottom.
- Roller shutter doors must be fitted with either integral locking mechanisms or secured externally with purpose-made locking bars and padlocks when closed.
- Aluminium and UPVC doors must be fitted with multi-point locking systems or other locks approved by us.
- Internal communicating doors between occupied and unoccupied areas must be fitted with key-operated locks.

Windows and Roof Openings

All accessible windows, fanlights, rooflights, and skylights must be fitted with key-operated locks or otherwise securely fastened when the premises are closed or unoccupied.

Intruder Alarms

If **You** have an intruder alarm system:

- It must be switched on and fully operational whenever the premises are closed or left unattended.
- It must not be altered or replaced without our written approval.
- It must be maintained under an ongoing service contract with the original installer or another company approved by us, unless **We** have agreed otherwise.
- All keys, codes, and passwords for the alarm system must be kept secure, and codes must not be shared with anyone other than authorised staff.
- All alarm keys must be removed from the premises when unattended.

Keys and Access

Keys must be kept in a secure place while on the premises. If any keys are lost or stolen, **You** must change the locks immediately.

Surveys

If this policy has been issued or renewed subject to a survey of the premises (or any other location **We** specify), cover will continue on the existing terms, conditions, and limits until the survey is completed. If the survey shows that the risk is not satisfactory, **We** may:

- change the premium, terms, or conditions;
- cancel the **Policy**; or
- confirm that cover remains unchanged.
  We will tell **You Our** decision in writing.

Reporting Losses

If there is a break-in or attempted break-in, **You** must report it to the police and to us as soon as possible.

Stock storage - Basements

We will only pay a claim under this **Policy** if any Contents or **Stock** that could be **Damaged** by water is stored at least 10 cm above floor level when kept in a basement.

Smoking

We will only pay a claim under this **Policy** if **You** do all of the following:

a) Tell **Employees** and visitors about **Your** no smoking **Policy**, and make sure it is strictly followed.
b) Clearly display 'No Smoking' signs throughout **the Premises**.
c) Only allow smoking in marked smoking areas that follow current laws.
d) In these smoking areas, provide metal containers with metal lids for disposing of smoking waste.
e) Keep used smoking materials separate from other rubbish. Store them in metal containers with metal lids until they are fully removed from **the Premises**.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this **Policy**.

We shall not be liable under this Section for:

1. The amount of the **Excess** shown in **Your Schedule**.
2. **Damage** caused by, or involving collusion with, any of **Your Employees** or anyone living or working at **the Premises**.
3. **Damage** to motor vehicles, their parts, or anything inside them.
4. **Damage** caused by building works, renovation, or refurbishment; unless **We** have agreed in writing to cover this work before the **Damage** happened.

Section 2 - Specified All Risks

The following definitions apply specifically to this section and are in addition to the General Definitions at the front of this **Policy**. These definitions apply wherever the terms appear in this section, unless a different definition is clearly stated.

Definitions

Alarmed Premises

Areas of **the Premises** protected by an intruder alarm system.

Geographical Limits

The cover applies within the geographical area shown in **Your Schedule**. The options are:

a) **the Premises** only.
b) United Kingdom – England, Scotland, Wales, Northern Ireland, the Channel Islands, and the Isle of Man.
c) European Union – includes the United Kingdom and all EU member countries.
d) Worldwide – any location globally, including those above.

Intruder Alarm System

The alarm and its components, including any communication systems used to send alerts.

Keyholder

You, a nominated person, or a professional keyholding service who can respond to alarm activations at any time.

Reinstatement

a) Replacing an item with one of similar kind and quality, not better or more expensive than new.
b) Where repair is possible, restoring an item to its original condition (or as close as possible).

Responsible Person

You or someone **You** appoint to be in charge of security at **the Premises**.

Cover

We will cover accidental loss or **Damage** (unless excluded) to **Property**:

- listed in **Your Schedule**,
- that belongs to **You** or is **Your** responsibility,
- and is located within the Geographical Limits shown in the **Schedule**.

We will choose whether to:

- pay **You** the value of the item or the **Damage** at the time of loss, or
- reinstate or repair the item.

Limit of Liability

The most **We** will pay:

- for any one item is its Sum Insured or stated limit, and
- in total, is the overall Sum Insured for this Section shown in **Your Schedule**.

Basis of Settlement – Reinstatement

If any item insured under this section is **Damaged** or destroyed, **We** will pay the cost of reinstatement if:

1. The reinstatement or repair work starts and is carried out without unnecessary delay.
2. **You** have already incurred the reinstatement or repair cost.
3. Any other insurance covering the item is also on a reinstatement basis.

If these conditions are not met, **We** will pay based on the item's value at the time of loss.

- **You** may reinstate items at a different location or in a different form if **We** agree, provided the total cost is not higher.
- For partial **Damage**, **We** will pay the cost to restore the item as if it were totally destroyed.

Clauses

The following clauses contain obligations that **You** must meet for cover under this Section to apply.
If **You** do not follow any of these requirements, and this contributes to the loss or makes it worse, **We** may refuse to pay part or all of **Your** claim.
In some cases, if the obligation is essential to the cover, **We** may not pay the claim at all.

Average

If any item is insured for less than its full value, **We** may reduce the amount **We** pay for a claim on that item in accordance with the **Average** definition at the start of this **Policy**.
This rule applies separately to each item **You** have insured under this section.

Other Insurance

If another **Policy** or warranty (e.g. from a manufacturer or leasing agreement) also covers the same **Property**, that **Policy** will apply first. This section only covers any shortfall beyond what would have been paid by that other insurance.

If the same **Property** is also covered under the Material **Damage** section of this **Policy**, that section will take priority.

Reinstatement of Sum Insured

Unless **You** or **We** confirm otherwise in writing, the Sum Insured under this Section will not be reduced after a claim is paid. This means **Your** cover will return to the full amount shown in the **Schedule** for the remainder of the **Period of Insurance**.

You may need to pay an additional premium to cover the reinstated amount from the date of the loss to the end of the **Period of Insurance**.

Vending Machines

If **You** insure vending machines under this section, cover extends to include their contents (excluding cash) if:

- the **Damage** occurs at the same time as **Damage** to the machine itself, and
- Our liability for contents is limited to £100 per incident.

Minimum Security Requirements

We will only pay a claim for theft or attempted theft if **You** meet all of the following security requirements, unless **We** have agreed in writing to accept an alternative arrangement:

Doors and Locks

- All external exit doors must be fitted with locks that meet British Standard BS 3621 or a higher standard, and must be locked whenever the premises are left unattended.
- Sliding or folding doors must be secured with a locking bar and a close-shackle padlock.
- Multi-leaf doors must have each leaf secured internally by bolts at the top and bottom.
- Roller shutter doors must be fitted with either integral locking mechanisms or secured externally with purpose-made locking bars and padlocks when closed.
- Aluminium and UPVC doors must be fitted with multi-point locking systems or other locks approved by us.
- Internal communicating doors between occupied and unoccupied areas must be fitted with key-operated locks.

Windows and Roof Openings

All accessible windows, fanlights, rooflights, and skylights must be fitted with key-operated locks or otherwise securely fastened when the premises are closed or unoccupied.

Intruder Alarms

If **You** have an intruder alarm system:

- It must be switched on and fully operational whenever the premises are closed or left unattended.
- It must not be altered or replaced without our written approval.
- It must be maintained under an ongoing service contract with the original installer or another company approved by us, unless **We** have agreed otherwise.
- All keys, codes, and passwords for the alarm system must be kept secure, and codes must not be shared with anyone other than authorised staff.
- All alarm keys must be removed from the premises when unattended.

Keys and Access

Keys must be kept in a secure place while on the premises. If any keys are lost or stolen, **You** must change the locks immediately.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this **Policy**.

We will not pay for **Damage**, loss or liability caused by, resulting from, or arising out of:

Wear, Tear and Deterioration

a) wear and tear.
b) Gradual deterioration.
c) Frost **Damage**.
d) Latent defects, faulty design, or manufacturing faults.
e) Faulty workmanship or operating error.

Steam Explosion

Explosion of boilers or pressure vessels that are not used for domestic purposes.

However, **We** will pay for **Damage** to other insured **Property** caused directly by such explosion.

Corrosion and Contamination

a) Corrosion, rust, rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring or scratching.
b) Change in temperature, colour, flavour, texture or finish.
c) **Pollution** or **Contamination** unless caused by a defined Peril.

Theft Restrictions

a) Theft from any unattended vehicle between 6:00am and 9:00pm unless entry was gained by forcible and violent means.
b) Theft between 9:00pm and 6:00am unless the **Property** was:

  I. inside a locked building; or
  II. under direct personal supervision.

Mechanical or Electrical Breakdown

Mechanical or electrical breakdown, failure or derangement of any machine or equipment.

However, this exclusion does not apply to resulting **Damage** caused by a separate insured event.

Ground Movement and Inventory Shortage

a) Subsidence, ground heave or landslip unless caused directly by fire, explosion, or escape of water from any fixed tank, pipe or appliance.
b) Normal settlement or bedding down of new structures.
c) Unexplained inventory shortage, shrinkage or administrative error.
d) Loss or distortion of information on computer systems or electronic records.

Weather Damage to Property in the Open

Damage caused by wind, rain, hail, sleet, snow, flood, or dust to:

I. **Property** in the open;
II. fences or gates;
III. **Property** in open-sided or temporary structures.

Damage During Processing

Damage caused by any heating, drying, cleaning, dyeing, packing, testing, installation, repair, alteration or adjustment process.

Vacant or Unoccupied Buildings

Damage caused by freezing, escape of water, malicious acts or theft occurring in any building that is **Vacant** or **Unoccupied** unless **We** have agreed otherwise in writing.

Government or Authority Action

Confiscation, nationalisation, requisition, seizure or destruction of **Property** by any government, public or local authority.

Consequential Loss

Loss of use, delay, loss of market, loss of value, or other indirect or financial loss not specifically covered elsewhere in this **Policy**.

Electrical Faults

Damage to any electrical item caused by its own electrical failure, short circuit, or self-heating.

However, **We** will pay for fire **Damage** to other insured **Property** resulting from such failure.

Policy Excess

The amount shown in the **Schedule** for each and every incident or event.

Section 3 - Business Interruption

The following definitions apply specifically to this section and are in addition to the General Definitions at the front of this **Policy**. These definitions apply wherever the terms appear in this section, unless a different definition is clearly stated.

Definitions

Value Added Tax (VAT)

All references to money in this section exclude VAT where **You** are accountable to the tax authority for it.

Customer Accounts

Records of amounts owed to **You** by customers trading on credit or hire purchase.

Explosion

This replaces the Explosion definition under Section 1 for this section only:

- (a) Explosion of boilers or gas used for domestic purposes only, excluding **Damage** from earthquake or subterranean fire.
- (b) Other explosions, excluding **Damage** from bursting by steam pressure of vessels or machinery (unless domestic boilers) owned or controlled by **You**.

Gross Profit

Turnover plus closing stock plus work in progress, less opening stock plus work in progress plus Uninsured Working Expenses.
Values are calculated in line with **Your** usual accounting practice and allow for depreciation.

Uninsured Working Expenses

These expenses are excluded from Gross Profit:

1. Purchases (net of discounts)
2. Bad debts
3. Packaging, carriage, and freight
4. Discounts allowed

Gross Revenue

Fees paid or payable for services provided in the course of **Your Business** at **the Premises**.

Gross Rentals

Rent paid or payable under written tenancy agreements for accommodation and services at **the Premises**.

Turnover

Sales income from goods and services provided by the **Business** at **the Premises**.

Indemnity Period

The time starting from the date of the **Damage** and lasting until the **Business** is no longer affected, up to the maximum period shown in the **Schedule**.

Standard Turnover / Gross Revenue / Gross Rentals

The **Turnover**, **Gross Revenue** or **Gross Rentals** for the equivalent period in the 12 months before the **Damage**.

Rate of Gross Profit

The **Gross Profit** as a percentage of **Turnover** during the last completed financial year immediately before the **Damage**.

Outstanding Debit Balances

Amounts owed to **You** by customers at the time of the **Damage**, adjusted for:

- Bad debts
- Invoiced amounts and credits between the last record and the date of **Damage**
- Any unusual trading conditions
  The aim is to reflect what would have been owed if the **Damage** had not occurred.

Cover

We will pay for loss of income resulting from interruption to or interference with **Your Business** caused solely by **Damage** at **the Premises**.

Cover applies only if:

- The **Damage** is covered under Section 1 (Material Damage), or would have been but for an **Excess** or minimum claim amount.
- Where cover is provided on a declaration-linked basis (**Gross Profit, Gross Revenue,** or **Gross Rentals**), **Our** liability is limited to 133% of the **Sum Insured** shown in the **Schedule**; and
- For Increase in Cost of Working and all other non-declaration-linked items (including Additional Increase in Cost of Working and Outstanding Debit Balances), **Our** liability is limited to 100% of the **Sum Insured** shown in the **Schedule**.

Cover Basis

A. Gross Profit (Declaration-Linked Basis)

We will cover:

a) Loss of Gross Profit due to Reduced Turnover
   The reduction in Turnover during the Indemnity Period, calculated as:
   (Standard Turnover – Actual Turnover) × Rate of Gross Profit
b) Increased Cost of Working
   Additional costs **You** reasonably and necessarily incur to avoid or reduce a fall in Turnover. This is limited to the amount of Gross Profit loss avoided.

We will deduct any costs or expenses saved as a result of the interruption.

B. Gross Rentals

We will cover:

a) Loss of Gross Rentals
The reduction in Gross Rentals during the Indemnity Period.
b) Increased Cost of Working
Additional costs **You** reasonably and necessarily incur to avoid or reduce a fall in Gross Rentals.
This is limited to the amount of rental income loss avoided.

We will deduct any costs or expenses saved as a result of the interruption.

C. Gross Revenue

We will cover:

a) Loss of Gross Revenue
The reduction in Gross Revenue during the Indemnity Period.
b) Increased Cost of Working
Additional costs **You** reasonably and necessarily incur to avoid or reduce a fall in Gross Revenue.
This is limited to the amount of revenue loss avoided.

We will deduct any costs or expenses saved as a result of the interruption.

D. Increase in Cost of Working (separately insured)

We will pay for additional costs **You** reasonably and necessarily incur during the Indemnity Period to reduce or avoid interruption to the **Business**.

This cover applies only if Increase in Cost of Working is insured as a separate item under this Section.

E. Additional Increase in Cost of Working

We will pay further reasonable and necessary costs **You** incur during the Indemnity Period to reduce or avoid interruption to the **Business**, where those costs are not recoverable under the standard Increase in Cost of Working cover.

Our liability under this cover is limited to the amount shown in the **Schedule**.

F. Document Replacement

We will pay for the reasonable cost of replacing or restoring **Business** documents including deeds, plans, books, and manuscripts that are **Damaged**:

a) at **the Premises**, or
b) while in direct transit within the United Kingdom, or
c) while temporarily stored at another location within the United Kingdom,

The maximum amount **We** will pay is the limit shown in the **Schedule** under Gross Profit or Gross Revenue, as applicable.

G. Outstanding Debit Balances

We will cover loss resulting from interruption of **Your Business** caused by **Damage** to **Your** accounting records at **the Premises**.

We will pay:

a) The difference between the Outstanding Debit Balances and the amounts recovered or traced, and
b) Any reasonable additional costs incurred to trace the Outstanding Debit Balances, where **We** have agreed those costs in advance.

Unless otherwise stated in the **Schedule**, the maximum **We** will pay under this cover is £10,000.

H. Professional Accountants

Charges

This cover applies only if **You** are insured for Gross Profit or Gross Revenue under this Section.

We will pay reasonable fees charged by **Your** professional accountants for producing and certifying information **We** require to assess a claim under this Section.

This is included within the overall limit applicable to the Gross Profit or Gross Revenue cover.

Clauses

The following clauses contain obligations that **You** must meet for cover under this Section to apply.
If **You** do not follow any of these requirements, and this contributes to the loss or makes it worse, **We** may refuse to pay part or all of **Your** claim.
In some cases, if the obligation is essential to the cover, **We** may not pay the claim at all.

Accumulated Stocks

Where loss of Turnover is delayed due to selling from stock, an allowance will be made.

Alternative Trading

Income from temporary trading elsewhere (e.g. online or other premises) will be included in assessing losses.

Departmental

If **Your Business** is split into departments, each will be assessed separately for Gross Profit or Revenue.

Monthly Records (applicable to Outstanding Debit Balances)

You must record monthly Outstanding Debit Balances and store them away from **the Premises**.

Payments on Account

Interim payments can be made with Our agreement. Overpayments must be refunded.

Reinstatement of Sum Insured

The sum insured will not be reduced after a claim, subject to payment of extra premium.

Standing Charges (applicable to Gross Profit)

If some standing charges are excluded, only a proportion of Increased Cost of Working will be paid.

Trends and Adjustments

In calculating any amount payable under this Section, **We** will adjust the figures used to reflect the trend of the Business and any circumstances affecting it which would have applied during the **Indemnity Period** if the **Damage** had not occurred, so that the figures used represent, as nearly as reasonably practicable, the results which the **Business** would have achieved had the **Damage** not happened.

Extensions

The following extensions apply only if they result in **Business** interruption causing a financial loss. Unless otherwise stated, cover is subject to the same terms, conditions, and Indemnity Period.

1. Supplier, Manufacturer, and Processor Premises Extension

We will cover loss under this Section if **Your Business** is interrupted or disrupted because of **Damage** to **Property** at **the Premises** of any of **Your** direct suppliers, manufacturers, or processors of goods or materials. **The Premises** must be in Great Britain or Northern Ireland. The **Damage** must be covered under Section 1 of this **Policy**.

We will not cover any **Damage** at **the Premises** of utility companies that supply **You** with electricity, gas, water, or telecommunications services.

The most **We** will pay under this extension is £10,000 for any one event.

2. Storage Sites

We will cover loss under this Section if **Your Business** is interrupted or disrupted because of **Damage** to **Property** owned by **You** while it is temporarily stored at any premises in Great Britain or Northern Ireland that **You** do not occupy. The **Damage** must be covered under Section 1 of this **Policy**.

The most **We** will pay under this extension is the amount shown in the **Schedule**.

3. Property in Transit

We will cover loss under this Section if **Your Business** is interrupted or disrupted because of **Damage** to **Property** owned by **You** while it is in direct transit within the **Territorial Limits**. The **Damage** must be covered under Section 1 of this **Policy**.

The most **We** will pay under this extension is the amount shown in the **Schedule**.

4. Contract Sites

We will cover loss under this Section if **Your Business** is interrupted or disrupted because of **Damage** to **Property** at a contract site in Great Britain or Northern Ireland where **You** are working under a contract. The **Damage** must be covered under Section 1 of this **Policy**.

The most **We** will pay under this extension is the amount shown in the **Schedule**.

5. Failure of Public Supply

We will cover loss under this Section if **Your Business** at **the Premises** is interrupted or disrupted because of an accidental failure of public supply in Great Britain or Northern Ireland. This includes:

a) electricity failure at the supply point to **the Premises**
b) gas failure at the supply meter at **the Premises**
c) water failure at the main stopcock serving **the Premises**
d) telecommunications failure at the incoming line or receiver at **the Premises**

We will not cover any loss caused by:

a) **Your** own deliberate act or neglect
b) Deliberate action by the supplier (unless to protect life or infrastructure)
c) Rationing (unless following insured **Damage**)
d) Industrial action or drought
e) Failures lasting less than 30 minutes (electricity, gas or water) or less than 8 hours (telecommunications)

The **Indemnity Period** for this extension will not exceed 48 hours from the start of the interruption or disruption.

The most **We** will pay under this extension is £100,000 for any one event.

6. Denial of Access

We will cover loss under this Section if **Your Business** at **the Premises** is interrupted or disrupted because **Damage** caused by an insured Peril under Section 1 to property or buildings not owned or occupied by **You**, within one mile of **the Premises**, physically prevents or restricts access to or use of **the Premises**.

This applies even if **Your** own **Property** or **the Premises** is not **Damaged**.

We will not cover loss caused by **Damage** to the **Property** of electricity, gas, water or telecommunications suppliers.

The most **We** will pay under this extension is £100,000 for any one event.

7. National Lottery

We will cover loss under this Section if **Your Business** at **the Premises** is interrupted or disrupted directly because one or more **Employees** resign within 30 days of winning the United Kingdom National Lottery.

This cover only applies if the amount won by the **Employee** or **Employees** exceeds £100,000.

Cover under this extension is limited to a maximum Indemnity Period of three months from the date of resignation.

The most **We** will pay under this extension is £25,000 in total for any one claim.

8. Closure Due to Health Risks

We will cover loss under this Section if **Your Business** at **the Premises** is interrupted or disrupted because a **PUBLIC AUTHORITY** closes **the Premises** or restricts access as a direct result of:

a) any of the following diseases occurring at the premises:
Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires' Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Bubonic Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough, or Yellow Fever;

b) murder or suicide at **the Premises**;
c) illness or injury caused by food or drink provided from **the Premises**;
d) defective drains or sanitation, or the discovery of vermin or pests at **the Premises**, except where this is the result of any deliberate act by a utility company to cut off water, gas, or electricity.

Cover applies for up to three months from the date the closure begins, as long as **Your Business** continues to be affected by it.

The most we will pay under this extension is £25,000 for any one event, and £50,000 in total during any one **Period of Insurance**.

For the purposes of this extension, "**Public Authority**" means any local council, government department, or other official body that has the legal power to close **the Premises** or restrict access to them for reasons of public health or hygiene.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this **Policy**.

We shall not be liable under this Section for loss:

1. Computer System and Data Corruption

Any loss caused directly or indirectly by:

a) The deliberate erasure, corruption, distortion, or loss of data, software, or records on computer systems caused by:

   I. rioters,
   II. strikers,
   III. locked-out workers,
   IV. people taking part in labour disputes or civil commotion, or
   V. malicious persons.

b) Any other erasure, corruption, distortion, or loss of data, software, or records on computer systems, unless it results from a cause insured Section 1 – Material **Damage** and is not otherwise excluded.

2. Change in Business Status or Ownership

Any loss occurring after:

(a) The **Business**:

I. is wound up,
II. is carried on by a liquidator or receiver, or
III. is permanently discontinued.

(b) **Your** legal interest in the **Business** or **the Premises** ends for any reason other than **Your** death, unless **We** have agreed otherwise in writing.

Section 4 - Loss of Business Money

The following definitions apply specifically to this section and are in addition to the General Definitions at the front of this **Policy**. These definitions apply wherever the terms appear in this section, unless a different definition is clearly stated.

Definitions

Money

Money means the following items that belong to **You** or for which **You** are responsible in the course of The **Business**:

a) Cash, banknotes, and treasury notes
b) Cheques and giro cheques (excluding blank or partly completed ones)
c) Travellers' cheques, bills of exchange, and bankers' drafts
d) Giro drafts, postal orders, and money orders
e) Premium bonds
f) Current postage stamps and revenue stamps
g) Trading stamps, National Insurance stamps (whether attached to cards or not), National Savings stamps, and holiday-with-pay stamps
h) Gift tokens, phone cards, consumer redemption vouchers, and travel tickets

Non-Negotiable Currency

Non-negotiable currency means the following items that belong to **You** or for which **You** are responsible in the course of The **Business**:

a) Crossed cheques and crossed giro cheques
b) Crossed bankers' drafts and crossed giro drafts
c) Crossed postal orders and crossed money orders
d) National Savings Certificates and premium bonds
e) Unused credit in franking machines
f) Stamped National Insurance cards
g) Credit card and debit card sales vouchers
h) VAT purchase invoices

The most **We** will pay for any one loss is £250,000.

Cover

We will cover **Damage** to Money and Non-Negotiable Currency occurring during the **Period of Insurance** and not otherwise excluded, but only for the situations **You** have selected and where cover is shown on the Schedule.

The Schedule will also show the **limit of cover** that applies to each situation.

Cover applies while the Money or Non-Negotiable Currency is in any of the following situations:

1. **In Transit**
While in **Your** custody, or in the custody of an authorised person acting on **Your** behalf, including while sent by registered post or held at any contract site while **Your Employees** are working there.

2. **In a Bank Night Safe**
   While deposited in a bank night safe.
3. **At the Premises During Business Hours**
   While at **the Premises** during normal **Business Hours**.
4. **In a Locked Safe Outside Business Hours**
   While in a locked safe (details of which must be provided to **Us**) within an enclosed building at **the Premises**, outside **Business Hours**.
5. **At the Premises Outside Business Hours (Not in a Safe or Till)**
   While at **the Premises**, outside **Business Hours**, but not secured in a locked safe or locked till.
6. **At a Private Dwelling**
   While at **Your** private dwelling, or the private dwelling of any authorised **Employee**.

Our total liability for each loss will not exceed the maximum amounts shown in the **Schedule**.

Clauses

The following clauses contain obligations that **You** must meet for cover under this Section to apply.
If **You** do not follow any of these requirements, and this contributes to the loss or makes it worse, **We** may refuse to pay part or all of **Your** claim.
In some cases, if the obligation is essential to the cover, **We** may not pay the claim at all.

Credit cards

We will cover **You** for up to £500 in total during any one **Period of Insurance** for any amount **You** become legally liable to pay under the terms of issue of any bank, charge, credit, debit, or cash card used solely for the **Business**, following fraudulent use by an unauthorised person.

This cover applies only if:

a) **You** report the loss to the card issuer immediately;
b) **You** notify the police within 24 hours of discovering the loss; and
c) **You** have complied with all the conditions of issue of the card.

Damage to Safes

We will cover the cost of repair or replacement if theft or attempted theft of Money causes **Damage** to:

a) any safe, strongroom, or franking machine; or
b) any container used to carry Money.

Our liability will not exceed the cost of repair or replacement of the **Damaged** item.

Damage to Personal Effects

We will cover **Damage** to clothing or personal belongings owned by **You**, or by any of **Your** partners, directors, or **Employees**, caused by theft or attempted theft of Money.

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

Theft by Employees

We will cover **You** for direct loss of Money that belongs to **You** or for which **You** are legally responsible, resulting from theft committed by an **Employee** during the **Period of Insurance**, provided the theft is discovered within 28 days of the loss.

The most **We** will pay for any One Claim under this clause is £5,000.
You must pay the first £500 of each claim under this clause.

Definitions applicable to this clause:

Acting in Collusion means:
Two or more **Employee**s working together or materially assisting each other in committing theft.

One Claim means:
All acts of theft committed by one **Employee**, or by multiple **Employee**s Acting in Collusion, during the **Period of Insurance**.

Conditions

The following conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this **Policy**.

If **You** do not comply with any of these requirements, **We** may not pay a claim under this Section.

Money Records

You must keep a complete and up-to-date record of all Money and Non-Negotiable Currency held at **the Premises**.

This record must be stored in a secure location that is separate from the safe or any container holding the actual Money or Non-Negotiable Currency.

Safe keys & Combination Codes

You must ensure that all safe keys and details of combination lock numbers are:

a) removed from **the Premises** outside **Business Hours**, and
b) removed whenever the room containing the safe is left unattended.

Safes

You must ensure that:

a) all safes are locked outside **Business Hours**,
b) all safes are locked whenever they are left unattended, and
c) details of the safes used to store Money are provided to **Us**.

Transit Limits

You must make sure that all Money (excluding Non-Negotiable Currency) in transit is accompanied by the appropriate number of able-bodied persons aged between 18 and 65, as set out below:

Amount of Money in Transit	Minimum Accompaniment Required
Up to £3,000	1 person
Over £3,000 up to £5,000	2 persons
Over £5,000	Must be carried by a professional cash-in-transit security company approved by **Us**

Handling and Transit

You must take reasonable care when employing or selecting **Employees** who handle or transport Money.

This includes:

a) obtaining written references for all such **Employees**, and
b) confirming those references directly with their previous employers.

Minimum Security

We will only pay a claim under this **Policy** if **You** meet all of the following requirements:

1. **Locks and Doors**
   All external doors must be fitted with locks that meet British Standard BS3621 or better. These locks must be used whenever **the Premises** are left unattended.
2. **Windows**
   All accessible windows must have key-operated locks or be secured shut when **the Premises** are empty.
3. **Alarms**
   If **You** have an intruder alarm, it must be turned on and working whenever **the Premises** are closed or left unattended.
4. **Keys and Access**
   Keys must be kept in a secure place. If any keys are lost or stolen, **You** must change the locks straight away.
5. **Reporting Losses**
   You must tell the police and **Your** insurer as soon as possible if there is a break-in or attempted break-in.

Section 5 - Personal Accident

Definitions

The following definitions apply specifically to this section and are in addition to the General Definitions at the front of this **Policy**. These definitions apply wherever the terms appear in this section, unless a different definition is clearly stated.

Injury

Means physical **Injury** (including multiple INJURIES sustained in one incident) to **the Insured** person caused solely and directly by violent, external and visible means. **Injury** may result in permanent total disablement as defined in this section, but does not include sickness, disease or mental illness or shock.

Insured Person

You or any partner, director or **Employee** of **Your**s aged not less than 16 years nor more than 65 years.

Loss of Limbs

Physical separation of one or more arms or legs or permanent and total loss of use of one or more arms or leg.

Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

Medical Expenses

The cost of medical care provided or prescribed by a qualified doctor or other medical professional. This includes:

a) Medical, surgical, or other treatment
b) Prescription of medicines or medical equipment
c) Charges for hospitals, nursing homes, or ambulance services

Money

Money means items belonging to **You** or held by **You** in connection with The **Business**, including:

a) Cash, bank notes, and treasury notes
b) Cheques and girocheques (not blank or partly completed)
c) Travellers cheques
d) Bills of exchange and bankers' drafts
e) Giro drafts, postal orders, and money orders
f) Premium bonds and gift vouchers
g) Postage stamps and revenue stamps (in current use)
h) Trading stamps and national insurance stamps
i) National savings stamps and holiday-with-pay stamps
j) Gift tokens and luncheon vouchers

k) Phone cards and consumer vouchers
l) Travel tickets

Permanent Total Disablement

A condition that permanently prevents **the Insured** Person from doing their usual occupation. This does not include disablement resulting from the loss of limbs or the loss of sight, which are defined separately.

Temporary Total Disablement

A condition that temporarily prevents **the Insured** Person from doing their usual occupation.

Cover

If an Insured Person is injured while carrying out their work for the **Business**, and the **Injury** is caused by a malicious attack or assault during a theft or attempted theft of Money, **We** will pay the Benefit shown in the **Schedule**.

The **Injury** must be the only cause of one of the Results listed below and must occur within 24 months of the incident. Payment will be made to **You** or **Your** legal representative.

The Results:

1. **Death**
   The death of **the Insured** Person.
   Note: Disappearance is not considered death unless confirmed by a coroner or court.
2. **Loss of Limbs or Sight**
   The permanent loss of one or more limbs, or the total and irrecoverable loss of sight in one or both eyes.
3. **Permanent Total Disablement**
   A permanent condition that prevents **the Insured** Person from ever returning to their usual occupation, excluding disablement caused by loss of limbs or sight.
4. **Temporary Total Disablement**
   A condition that temporarily prevents **the Insured** Person from doing their usual occupation.
5. **Temporary Partial Disablement**
   A condition that temporarily prevents **the Insured** Person from carrying out a substantial and essential part of their usual occupation.
6. **Medical Expenses**
   Reasonable medical costs incurred as a direct result of the **Injury**, up to £500.

Personal Assault Extension

We will also pay the benefits shown below if any **Insured Person** is assaulted in the course of their work during a robbery or attempted robbery connected with the business.

The assault must directly result in death or disablement within 12 months of the incident.

Benefit	Description	Amount
1	Death	£25,000
2	Total and irrecoverable loss of sight in one or both eyes	£10,000
3	Total loss of use of an entire hand, arm, foot, or leg	£10,000
4	Permanent total disablement from usual occupation	£10,000
5	Temporary total disablement from usual occupation	£200 per week
6	Loss of or damage to clothing or personal effects	£500 per person

Limitations

a) Only one of benefits 1-4 will be paid for any one injury.
b) No benefit under 1-4 will be paid unless death or disablement occurs within twelve months of the injury.
c) Benefit 5 stops once a claim is payable under benefits 1-4.
d) The maximum period payable for benefit 5 is 104 weeks from the date the injured person first attends a qualified medical practitioner.

Benefit Conditions and Limitations

The following conditions apply to the payment of benefits under this Section:

a) No further benefit will be paid for the same Insured Person after a claim is paid under Result 2 (Loss of Limbs or Sight) or Result 3 (Permanent Total Disablement).
b) A benefit under Result 3 will not be paid:
   i. Until 104 weeks have passed since the date of **Injury**, and
   ii. If a payment has already been made under Result 2.
c) Any benefit paid under Result 4 will be deducted from any later payment under Result 1, 2 or 3.
d) Benefit under Results 4 or 5 (or both combined) will be paid for a maximum of 104 weeks from the date the first period of disablement began.
e) Benefit under Result 5 is limited to 25% of the benefit payable under Result 4.
f) Benefit under Result 6 is limited to a maximum of £500 per Insured Person, per **Injury**.

Claims Conditions

The following Claims Conditions apply to this Section, in addition to the Claims Conditions at the front of this **Policy**.

1. Payment of Benefits (Results 4 and 5)

We will pay benefits for Temporary Total Disablement (Result 4) and Temporary Partial Disablement (Result 5):

a) Once the total amount has been agreed, or
b) At **Your** request, in instalments at intervals of not less than four weeks, starting four weeks after **We** receive written notice of the **Injury**.

No payments will be made in advance.

2. Legal and Financial Interests

We will not recognise any interest in the benefit under this Section through notice of trust, charge, or assignment.
Payment made directly to **You** will be a full and final settlement of **Our** liability, regardless of any third-party claims.

3. Death of an Insured Person

If an **Insured Person** dies following an **Injury**, **We** have the right to request a post-mortem examination at **Our** own expense.

4. Disablement of an Insured Person

If an **Insured Person** is disabled, they must:

a) Immediately seek care from a qualified medical practitioner, and
b) Attend medical examinations as often as **We** reasonably require, at **Our** expense.

5. Providing Evidence

You must give **Us** any certificates, documents, or other evidence **We** reasonably ask for to support a claim under this Section.

These must be provided at **Your** own expense and in the form and format **We** require.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this **Policy**.

Pre-existing Conditions and Pregnancy

We will not pay any benefit under this Section for death or disablement that is caused or made worse by:

a) A condition **the Insured** Person had before the **Injury**, or
b) Pregnancy or childbirth

Section 6 - Loss of Licence

Definitions

The following definitions apply specifically to this section and are in addition to the General Definitions at the front of this **Policy**. These definitions apply wherever the terms appear in this section, unless a different definition is clearly stated.

Licence

Means any current licence, certificate, or permit in force at **the Premises** which allows the conduct of **Your** business involving:

- the retail sale of alcoholic drinks;
- the provision of regulated entertainment; or
- the operation of gaming, gambling, or betting facilities;
  as shown on the Schedule.

The Insured

For the purposes of this Section, **The Insured** includes the holder of the Licence.

Income
Means the money paid or payable to **You** for food, drink, accommodation, entertainment, gaming, or other services, less the direct cost of goods sold.

Indemnity Period
Means the period beginning with the date the **Licence** is permanently lost and ending no later than twelve months afterwards, during which the results of the business are affected as a direct result of that loss. If the Premises are sold within twelve months after the loss of the **Licence**, the **Indemnity Period** will end on the date of disposal.

Cover

If, during the **Period of Insurance**:

- the **Licence** is permanently revoked or forfeited under relevant licensing laws, or
- an application to renew the **Licence** is properly made and refused by the licensing authority,

We will pay for:

1. Loss of Income
   The reduction in **Income** that results directly from the forfeiture, revocation, or refusal to renew the **Licence** during the **Indemnity Period**.
2. Loss in Value
   The reduction in the value of **Your** financial interest in **the Premises** resulting directly from the forfeiture, revocation, or refusal to renew the **Licence.**
3. Appeal Costs
   Reasonable and necessary legal costs and expenses **You** incur (with **Our** prior written agreement) in appealing against the forfeiture, revocation or refusal to renew the **Licence**.

Limit of Liability

The maximum payment **We** will make for each item shown in the **Schedule** will not exceed the corresponding **Sum Insured** during any one **Period of Insurance**.

Clauses

The following clauses contain obligations that **You** must meet for cover under this Section to apply.
If **You** do not follow any of these requirements, and this contributes to the loss or makes it worse, **We** may refuse to pay part or all of **Your** claim.
In some cases, if the obligation is essential to the cover, **We** may not pay the claim at all.

Cross Liabilities

If more than one party is insured under this **Policy**, **We** will treat each party as if they had their own separate **Policy**.
However, this does not increase the total amount **We** will pay.
The most **We** will pay remains limited to the amount stated in the **Policy Schedule**, as if this clause did not apply.

Conditions

The following conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this **Policy**.

Licence Compliance Condition

You must comply with all terms, conditions, and requirements of the **Licence**, and with any statutory or regulatory obligations that apply to it.

If **You** do not do so, **We** may reduce or refuse to pay a claim under this Section, but only where **Your** failure to comply contributed to the loss of the **Licence**.

Your Duty to Notify Us

You must tell **Us** in writing straight away if any of the following happens:

a) A complaint is made about **the Premises** or how the **Business** is run or managed.
b) The Licence is being, or is about to be, transferred to someone else.
c) There is a change in the tenancy or management of **the Premises**.
d) **You** receive notice of an objection to the renewal of the Licence, a formal warning, or an enforcement notice, or **You** become aware of anything that might put the renewal at risk.
e) The Licence holder is taken to court or found guilty of breaching licensing laws, or of any offence that could **Damage** their honesty, moral character, or reputation for sobriety.

If **You** do not give this notice, **We** may not be liable to pay any claim under this Section.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this **Policy**.

What We Do Not Cover

We will not pay for any claim under this Section if the Licence is forfeited or not renewed because of:

1. **Your** Actions or Control
   Anything done (or not done) by **You**, or anything that was within **Your** control.
2. Planning or Redevelopment
   Any action under Town and Country planning laws, including improvement schemes, redevelopment, compulsory purchase, or any related change in the number or distribution of Licences.
3. Changes in the Law
   Any change in the law that affects how Licences are granted, surrendered, forfeited, or renewed.

Section 7 – Deterioration of Stock

Definitions

Appliance

means any frozen-food cabinet, deep freezer, cold room, cold store, refrigerator, or other chilled unit located at **the Premises**.

Refrigerated Stock

means foodstuffs or other perishable goods stored in a frozen or refrigerated state and kept in cold storage at **the Premises.**

Cover

Cover under this Section applies only where shown as operative on the **Schedule**.
We will pay for loss of or **Damage** to **Refrigerated Stock** at **the Premises** caused by deterioration or spoilage resulting from:

a) a rise or fall in temperature in any refrigeration unit caused by:
   i. breakdown of, or accidental damage to, its refrigerating plant or associated thermostatic or automatic control devices; or
   ii. accidental failure of the public electricity supply, unless caused deliberately by the supply authority;

b) contamination by the escape of refrigerant fumes.

Our liability will not exceed £25,000 for any one occurrence, unless a different limit is shown in the Schedule.

Extensions

1. Seasonal Increase

The Sum Insured for **Refrigerated Stock** will automatically increase by 25 % during:

- November, December, and the first 15 days of January; and
- any other period (up to 90 additional days in any one **Period of Insurance**) where **Your Business's** seasonal trend requires an increase, provided **We** are told in advance.

2. Reinstatement of Sum Insured

Unless **You** or **We** agree otherwise in writing, the **Sum Insured** will not be reduced after a claim is paid. **You** may need to pay an additional premium for the reinstated amount for the remainder of the **Period of Insurance**.

Clauses

Appliance Maintenance & Age

a) Where **We** have specified on the **Schedule**, each applicable unit must be maintained under a service or maintenance contract with the manufacturer, supplier, or another suitably qualified electrical engineer.
b) **We** will not cover any refrigeration unit that is more than 20 years old at any time during the Period of Insurance.

If these requirements are not met, **We** will not pay for any loss, **Damage**, or deterioration arising from the affected unit.

Maintenance and Temperature Control

All refrigeration or cold-storage units must be:

- serviced and maintained in accordance with the manufacturer's recommendations; and
- fitted with an accurate, working thermometer or temperature monitor.

Documentation and Verification

You must keep records of maintenance and temperature checks.
If requested, these must be made available to **Us** as proof of compliance.

Conditions

Average

If any item is insured for less than its full value, **We** may reduce the amount we pay for a claim on that item in line with the **Average** condition in this **Policy**. This rule applies separately to each item insured under this Section.

Excess

You must pay the first part of each claim as shown in the **Schedule.**

Exclusions

We will not pay for:

1. **Damage** caused deliberately or through wilful neglect by **You** or by any of **Your** directors, partners, or **Employees**.
2. **Damage** resulting from the electricity supply being deliberately withheld or restricted by the electricity provider.
3. Deterioration or putrefaction that results from an insured Peril (see Perils (Insured Events) on page 31) such as fire, explosion, storm, or impact.
4. **Damage** caused by poor packing, loading, or stowage of stock.
5. **Damage** caused by inherent defect, gradual deterioration, shrinkage, or any form of normal trade loss.
6. Loss caused by neglect, poor hygiene, or failure to maintain suitable temperatures.
7. The Excess shown in the Schedule.

Section 8 – Goods in Transit

Definitions

Goods

means **Property** used or sold in connection with **Your Business**, including **Tools**, packaging materials, and containers, while being loaded, unloaded, or carried by **You** or by a courier or haulier not operating under RHA, CMR, or similar haulage contract conditions.

Transit

means carriage by any motor vehicle, trailer, or craft owned or operated by **You**, including loading, unloading, and incidental storage during a journey, and carriage by courier or haulier where no haulage contract conditions apply.

Overnight

means the period between 9pm and 6am, unless otherwise shown in the **Schedule**.

Target Stock

means wines, spirits, tobacco, cigarettes, electronic goods, computer equipment, mobile phones, and other theft-attractive items.

Cover

We will pay for loss or **Damage** to **Goods**, including **Tools** used in connection with **Your** Business, while in transit within the **Territorial Limits**, caused by:

- fire, lightning, explosion, or collision;
- overturning, jack-knifing, or derailment of the carrying vehicle or trailer;
- theft or attempted theft involving forcible and violent entry to the carrying vehicle or locked load space;
- storm or flood

We will also pay for:

1. Transhipment and debris removal costs that **You** reasonably incur after an insured loss, up to £5,000 any one loss, including the cost of removing debris from any road, carriageway, or load bay.
2. Temporary storage of **Goods** in a locked building during **Transit**, for up to 48 hours.
3. Sheets, ropes, chains, trolleys, and packing materials used with the load, up to £500 any one loss.

Cover for goods sent by courier or haulier

We will pay for loss or **Damage** to **Your Goods** while in the custody of a third-party courier or haulier, provided that:

- the carriage is not under RHA, CMR, or similar haulage contract conditions, and
- the loss or damage would have been covered under this Section if the **Goods** had been carried in a vehicle owned or operated by **You.**

Limits of cover

The most We will pay under this Section is the Limit shown in the **Schedule** for any one vehicle, consignment, or sending, after deduction of any **Excess** shown in the Schedule.

Exclusions

We will not pay for:

1. Loss or damage:
    - due to defective packing, insufficient stowage, or insecure load restraint;
    - arising from delay, loss of market, or indirect loss of any kind;
    - to **Goods** carried in open or soft-topped vehicles unless properly sheeted and protected from the weather;
    - caused by theft or attempted theft while the vehicle is unattended, unless all doors, windows, and compartments are locked and there are visible signs of forced entry;
    - caused by wilful acts, neglect, or default by **You** or **Your Employees**;
    - occurring **Overnight**, unless the vehicle is kept in a locked building or secure yard with gates locked and the alarm set.
2. Loss or damage to:
    - money, securities, jewellery, watches, precious stones, bullion, or similar valuables;
    - deeds, manuscripts, plans, or computer data;
    - livestock, explosives, or hazardous goods;
    - **Property** hired or loaned to others, unless **We** have agreed otherwise in writing.
3. Theft of **Target Stock** (including wines, spirits, tobacco, computer equipment, mobile phones, or other high-value portable goods) unless:
    - the vehicle was locked, alarmed, and kept in a locked building or secure yard overnight; and
    - there are visible signs of forced entry.
4. **Tools or Portable Equipment** left in a vehicle **overnight**.
   Such **Property** is only covered under **Section 9 – Overnight Tools Cover**.

Conditions

To qualify for cover under this Section, **You** must ensure that:

- all vehicles used for carriage are **maintained in a roadworthy condition** and comply with current road traffic and transport regulations;
- all doors, windows, and load spaces are **locked** and **securely fastened** whenever the vehicle is unattended;
- keys and keyless fobs are **removed from the vehicle** and kept out of sight when not in use;
- when parked overnight, vehicles are kept in a **locked building**, **secure yard**, or **supervised compound** wherever reasonably possible;
- any temporary storage of Goods in a vehicle overnight complies with these security conditions.

Failure to meet these conditions may result in **reduced payment** or **no payment** of a claim.

Section 9 – Overnight Tools Cover

Definitions

The following definitions apply specifically to this section and are in addition to the General Definitions at the front of this **Policy**. These definitions apply wherever the terms appear in this section, unless a different definition is clearly stated.

Overnight

means the period between 9pm and 6am, unless otherwise shown in the Schedule.

Portable Equipment

means laptops, mobile phones, tablets, surveying instruments, photographic and electronic equipment, and other similar items used in connection with **Your Business** that are designed to be carried or used away from **the Premises** but does not include Tools, Stock, Plant, Machinery, or Hired-in Equipment unless specifically shown as insured in the **Schedule**.

Tools

means hand tools, power tools, and trade equipment used directly in connection with Your Business.

Locked Vehicle

means a vehicle that has all doors, windows, and compartments securely locked, and any fitted alarm or immobiliser set.

Cover

We will pay for loss or **Damage** to **Tools** and **Portable Equipment** belonging to **You** or for which **You** are responsible, caused by theft, attempted theft, fire, storm, flood, or accidental damage, while temporarily kept in a **Locked Vehicle**, Locked Storage Container, or Secured Site Compound overnight, within the Territorial Limits.

Limits of cover

The most **We** will pay under this Section is the Limit shown in the Schedule for any one claim, after deduction of any Excess shown in the Schedule.
A single article limit of £1,500 applies unless otherwise stated in the Schedule.

Exclusions

We will not pay for:

a) Loss or damage:
   i. from any vehicle that is unlocked, unattended, or has windows or compartments open;
   ii. where tools are visible from outside the vehicle;
   iii. from soft-top or open vehicles, trailers, or roof racks;
   iv. from storage containers or site compounds that are not locked or securely fenced;
   v. by theft unless there are visible signs of forced entry.

b) Wear and tear, gradual deterioration, or mechanical or electrical breakdown.

c) Loss or damage caused by unexplained disappearance, inventory shortage, or fraudulent acts.

d) Tools left at a customer's premises unless kept in a locked building overnight.

e) Tools or equipment hired or loaned out to others.

Conditions

To qualify for cover under this Section, You must ensure that:

a) all Tools and Portable Equipment are removed from view and stored in a locked compartment, tool chest, or secure container within the vehicle;

b) all doors, windows, and other openings are fully closed and locked;

c) any alarm or immobiliser fitted to the vehicle is activated;

d) if the vehicle is parked at Your home address, overnight parking must be on a driveway, in a locked garage, or in a securely fenced and gated yard where feasible;

e) keys and keyless fobs are not left in or on the vehicle or within easy reach of it.

Failure to meet these conditions may result in reduced payment or no payment of a claim.

Public, Products & Employers Liability

The following definitions apply specifically to Sections 10, 11 & 12 and are in addition to the General Definitions at the front of this **Policy**. These definitions apply wherever the terms appear in these sections, unless a different definition is clearly stated.

Definitions

Bodily Injury

Bodily **Injury** means:

a) physical **Injury**,
b) illness or disease, or
c) death,

suffered by a person.

It includes both sudden injuries (like a fall or accident) and those that develop over time (such as repetitive strain or long-term exposure to harmful substances).

Compensation

All amounts (including interest) that **You** are legally required to pay someone because **Your** actions (or the actions of someone working for **You**) caused them **Injury**, **Damage** to their **Property**, or harm to their rights.
This includes amounts awarded by a court or agreed through a settlement, but does not include:

a) Punitive (intended to punish **You**), exemplary (intended to deter similar conduct), or aggravated **Damages** (awarded for additional distress or insult), or
b) any extra amounts that are calculated by multiplying the amount of basic compensation (such as double or treble **Damages**).

Costs and Expenses

This includes:

a) Legal costs claimed by a third party, which **You** are legally required to pay.
b) Any other costs or expenses that are reasonable and necessary to defend a claim, but only if **We** have agreed to them in writing.
c) Solicitors' fees that are reasonable and necessary and agreed by **Us** in writing, for representing **You**:
   (i) in a magistrates' court in relation to an alleged act that could lead to a claim under these Sections, or
   (ii) at a coroner's inquest or fatal accident inquiry.

Craft

Any vessel, vehicle, or object designed or intended to:

a) float on or in water,
b) travel through air, or
c) travel in space

Damages

Money that **You** are legally required to pay to someone as a result of causing **Injury**, **Damage** to **Property**, or another legal wrong. This includes amounts awarded by a court as Compensation. It does not include fines, penalties, or any extra amounts meant to punish **You**.

Non-Manual Work

Non-Manual Work means work that does not involve the use of hands or physical effort to carry out construction, installation, repair, or manual handling tasks.

It includes activities such as:

a) attending meetings or trade shows
b) giving presentations or training
c) sales, marketing, or supervisory duties
d) administrative or consultancy work

It does not include:

a) using tools or machinery
b) working on construction sites or in manual trades
c) any activity that involves physical labour

Pollution or Contamination

Any **Damage**, deterioration, or harmful effect caused by the presence or spread of dust, smoke, fumes, chemicals, waste materials, or biological agents (such as bacteria, viruses or diseases - including foot and mouth disease).

This includes any solid, liquid, gas, or heat-based substance that may:

a. pose a risk to health,
b. harm or limit the use of **Property**, or
c. make something unsafe or unfit for its normal intended use.

It also includes any **Damage** or **Injury** that results (directly or indirectly) from that **Pollution** or **Contamination**.

Principal

Principal means any person, **Business**, organisation, government department, or public authority that **You** have a contract or agreement with to carry out work as part of **Your Business**.

Products Supplied

Any goods that **You**, or someone working on **Your** behalf, have:

a) made, sold, supplied, hired out, repaired, serviced, altered, renovated, installed, erected, or treated,
b) including any packaging, labelling, containers, or instructions that go with them,
c) and which are no longer under **Your** control.

You/Your

Is extended to include:

a) **You** (as defined in the Definitions section at the start of this **Policy**)
b) **Your** personal representatives in respect of liability incurred by **You**
c) At **Your** request:
    (i) any director, partner, or **Employee** while carrying out work for the **Business**
    (ii) any member of **Your** canteen, sports, social or welfare groups, or **Your** fire, security, first aid or medical teams; but only when acting in those roles and only if **You** would have been covered under the relevant Section if the claim had been made against **You**.

Note: All such people must follow the terms, conditions, exclusions, and limits of this **Policy** and of each relevant Section, as far as they apply.

Section 10 - Public liability

Cover

We will cover **You** for:

1. Compensation **You** are legally required to pay, and
2. Any related legal costs or expenses

if someone makes a claim against **You** because of:

a) Accidental **Injury** to another person
b) Accidental **Damage** to **Property**
c) Accidental obstruction, trespass, nuisance, or interference with any right to air, light, water or way
d) Wrongful arrest, detention, eviction or imprisonment of any person, malicious prosecution, or invasion of privacy

We will only provide cover if all of the following apply:

a) The incident is connected to **Your Business**
b) It happens during the **Period of Insurance**
c) It takes place within the **Territorial Limits**

The most **We** will pay for all claims arising from one incident (or a series of incidents caused by the same original event) is the Limit of Liability shown in the **Schedule**.

Clauses

The following clauses apply to this Section.

Contractual Liability

We will cover **You** for liability that **You** have only because of a contract or agreement; not because of any general legal duty **You** would have without the contract.

In plain terms: This means **We** will cover **You** if the contract makes **You** responsible for something **You** wouldn't normally be liable for under the law. For example, if **You** agree in a contract to pay for **Damage** to someone else's **Property** (even if the law wouldn't normally require **You** to do so), **We** may cover that.

This cover applies only if:

- **We** have full control of the claim, including how it is handled and settled, and
- The claim is otherwise covered under this Section and the **Policy**.

We will not cover anyone else insured under this **Policy** for contractual liability unless they would still be legally responsible without the contract.

Corporate Manslaughter and Corporate Homicide Act 2007

If this **Policy** includes Products Liability (Section 8), this cover also applies to that section.

We will cover **You** for:

- Legal fees and expenses **You** incur to defend criminal proceedings (including appeals), and
- Any legal costs **You** are ordered to pay in a criminal case under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

Provided **We** have agreed to meet these costs in writing.

*In plain terms: This cover applies if someone (who is not an **Employee**) dies as a result of **Your Business** activities, and **You** are prosecuted under the Act.* **We** *will help with defence costs and legal fees; but not fines or penalties.*

The most **We** will pay under this cover in any one **Period of Insurance** is £500,000.

We will only cover **You** for a prosecution if it involves the death of someone (other than an **Employee**), and the death occurred:

a) within the **Territorial Limits**,
b) during the **Period of Insurance**, and
c) as part of **Your Business** activities.

We will not cover:

1. Any:
    a) fines or penalties, or
    b) publicity or remedial orders (or the costs of complying with them).
2. Any legal costs where cover is already available under another part of this **Policy** or another insurance **Policy**.
3. Proceedings arising from any deliberate act or failure to act by **You**.
4. Any claim that is covered by another insurance **Policy**.

Court Attendance Costs

We will pay **You** if, at Our request, **You**, a director, a partner, or an **Employee** are required to attend court as a witness in connection with a claim that is covered under this **Policy**.

Limit of Payment

The most **We** will pay is:

£250 per day for **You**, or for each director or partner;

£100 per day for each **Employee**.

Cross Liabilities

If more than one party is insured under this **Policy**, **We** will treat each party as if they had their own separate **Policy**.
However, this does not increase the total amount **We** will pay.
The most **We** will pay remains limited to the amount stated in the **Policy Schedule**, as if this clause did not apply.

UK General Data Protection Regulation (UK GDPR)

We will cover **Your** legal liability under Article 82 of the UK GDPR (UK GDPR is the retained EU law version of Regulation (EU) 2016/679, adapted for UK domestic application after Brexit) and the relevant parts of the Data Protection Act 2018. This applies to personal data **You** process, as defined in the UK GDPR.

However, **We** will not cover:
– any fines or penalties, or
– the cost of replacing, restoring, correcting, or deleting any personal data.

The most **We** will pay, including legal costs and expenses, is £1,000,000 or the Limit of Indemnity shown in the **Schedule** (whichever is lower) during any one **Period of Insurance**.

Defective Premises Act

We will cover **Your** legal liability under:

- **Section 3 of the Defective Premises Act 1972**, or
- **Section 5 of the Defective Premises (Northern Ireland) Order 1975**,

as amended or re-enacted, if it arises from premises or land **You** have sold or given up, which **You** previously used for **Your Business**.

However, **We** will not cover:

- the cost of fixing any defect or **Damage** to **the Premises** or land after **You** dispose of it, or
- any liability covered under another **Policy**.

Health and Safety Prosecutions

We will pay **Your** legal costs and expenses if **You** are prosecuted for breaching the Health and Safety at Work etc. Act 1974, or similar laws in Northern Ireland, the Channel Islands, or the Isle of Man.

This applies only if:

- the alleged breach happened during the **Period of Insurance**, and
- the prosecution is connected to **Your Business**, and
- **We** have given Our written consent to meet the costs.

We will also cover:

- any prosecution costs awarded against **You**, and
- **Your** legal costs for appealing a judgment, if **We** agree in writing.

We will not pay any fines or penalties.

Indemnity to Principals

If **You** have a written contract with a Principal, **We** will cover them for liability that arises from **Your** work on their behalf.

This cover only applies if:

- **We** have sole control over investigating, defending, and settling any claim; and
- The Principal meets all terms, conditions, exclusions and limits of this Section.

Leased or Rented Premises

We will cover **Your** legal liability for accidental **Damage** to premises (including fixtures and fittings) that **You** lease, rent, or hire.

This cover does not apply to **Damage** caused by any risk that **Your** lease or tenancy agreement says **You** must insure.

Member to Member Liability

We will cover any member of **Your** sports or social clubs if they accidentally cause **Injury** to another member, or **Damage** their **Property**, while taking part in club activities.

The most **We** will pay for any one event is the Limit of Liability shown in **Your Schedule**.

Motor Contingent Liability

We will cover **Your** legal liability if someone uses a motor vehicle that **You** do not own or provide, and they are using it for **Your Business** within the **Territorial Limits**.

This cover does not apply:

a) to **Damage** to the vehicle itself
b) if the vehicle is being driven:
   (i) by **You**, or
   (ii) by anyone **You** have allowed to drive who **You** know (or **Your** representatives know) does not hold a valid driving licence, unless they previously held a licence and are not disqualified from holding one
c) if the liability is already covered, or would be covered, under any other insurance

Overseas Personal Liability

We will cover **You** (and, if **You** ask, any of **Your** directors, partners, **Employees**, or their family members) while they are temporarily outside the **Territorial Limits** for **Business** purposes, if they become legally liable for something in a personal capacity.

This cover does not apply:

- to liability related to owning or renting land or buildings
- if the liability is covered by any other insurance

Work Overseas

We will cover **You** (and, if **You** ask, any of **Your** directors, partners, or **Employees**) while they are temporarily working outside the **Territorial Limits** for **Your Business**, for a period of up to 30 days in any **Period of Insurance**.

This cover applies:

- in any country within the European Union
- anywhere else in the world, as long as the work is temporary and Non-Manual

Conditions

The following conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this **Policy**.

Bona Fide Subcontractors

We will only cover work carried out by subcontractors if the following conditions are met:

a) All subcontractors must have their own Employers' Liability and Public Liability insurance to cover any legal liability for **Injury** or **Property Damage** arising from their work for **Your Business**
b) Their Public Liability cover must have a limit that is at least equal to the Limit of Liability shown in **Your Schedule** (or as amended by any later endorsement)
c) Their insurance must also include cover for **You** as the Principal, in case **You** are held legally liable for **Injury** or **Damage** caused by their work

Use of Heat and Fire Precautions

We will only cover **You** under this Section for work involving the use of heat away from **Your** Premises if **You** (and anyone working on **Your** behalf, including **Employees**, agents, contractors or subcontractor) follow all of the safety steps below.

This includes work using any of the following:

a) welding or flame cutting tools (electric, oxyacetylene or similar)
b) blow lamps, blow torches, hot air guns or power driven cutting or grinding equipment
c) tar, bitumen, asphalt or pitch heaters
d) angle grinders
e) or any other tools or processes that generate heat, flames, or sparks

You must make sure that:

The area is checked before work starts

a) Carefully inspect the area where the work will be done (including the other side of any walls, partitions, doors, roofs or floors) to make sure no flammable materials are nearby or hidden from view.
b) This includes anything being worked on, already worked on, or in the process of being worked on.

Flammable materials are removed or protected

a) Move all flammable materials at least 10 metres away from the work.
b) If something cannot be moved, cover it fully with overlapping non-flammable blankets or another suitable fireproof material.

Fire extinguishers are ready for use

a) Keep at least one suitable fire extinguisher at the site of the work:
   (i) A dry powder or CO_2 extinguisher with a minimum 4kg capacity
   (ii) Or a water extinguisher of at least 8 litres
b) The extinguisher must meet current European Standards and be within its service date.

The tools and equipment are used safely by:

a) following the manufacturer's instructions at all times;
b) not leaving any equipment switched on, lit, or unattended; and
c) placing hot tools or nozzles not in use in a non-flammable container.

Gas cylinders are safely positioned

a) While in use, keep gas cylinders as far from the work area as possible.
b) When not in use, store them outside **the Premises** or at least 15 metres from where heat is being applied.

Tar, bitumen or asphalt heating is controlled

a) Only heat these materials in a suitable vessel.
b) The vessel must be on the ground, in the open air, and not inside the building.

The area is checked after the work is finished

a) For one hour after the work ends, inspect the area frequently to make sure nothing is smouldering and there are no sign of fire.
b) If the work area cannot be fully seen (for example, because it's behind a wall or on a roof) don't leave it unattended during this time.

We may reduce or refuse to pay a claim if any of these precautions are not followed.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this **Policy**.

We will not cover any claim under this Section for:

1. The cost of fixing or replacing any faulty, defective or incorrect:
    a. Workmanship, or
    b. Materials, goods, or other **Property** that **You** or anyone working for **You** supplied, installed or built.
2. Any claim arising from advice, design, formula or specification that **You** or someone working for **You** provided for a fee (or would normally charge a fee for).
3. Any claim that results from **You**, or any director, partner, or senior manager with responsibility for health and safety or operational control, knowingly ignoring the need to take reasonable steps to prevent **Injury** or **Damage**.
4. **Injury** to any **Employee** that happens while they are working for **You** or while engaged in **Your Business**.
5. Any loss or **Damage** to **Property** that **You**:
    a. own,
    b. lease,
    c. rent or hire,
    d. have on hire purchase,

e. have borrowed,
f. hold in trust, or
g. are otherwise responsible for,

except for:

h. Personal items and clothing (including vehicles and their contents) belonging to **Employees** or visitors;
i. Premises (and their contents) that **You** temporarily occupy to carry out work. However, **We** will not pay for **Damage** to the specific part of **the Premises** where **You** are or were working if the **Damage** is caused by that work;
j. Premises rented by **You**, but only if **You** are not responsible for the **Damage** under the rental agreement, unless that liability would have existed even without the agreement.

6. Claims caused by owning, having, or using (by **You** or anyone acting for **You**) any:

    a. Craft, unless it is a hand-powered watercraft;
    b. Motor vehicle (or attached trailer), or any other mechanically propelled vehicle that is licensed for road use, unless the claim is caused by:

        (i) Using plant or machinery as a tool on-site or at **Your** Premises,

        (ii) Loading or unloading the vehicle,

        (iii) Moving a vehicle **You** don't own that is getting in the way of **Your** work. This exception only applies if:

        - the vehicle is parked on or blocking **Your** Premises or a site where **You** are working,
        - the vehicle is moved by someone competent to drive it,
        - it is moved using the owner's ignition key, and
        - no law requires **You** to insure it for that movement.

7. Claims caused by products **You** have supplied.

8. Any fines, penalties, or **Damages** agreed in advance by contract (called liquidated **Damages**).

9. Punitive (intended to punish **You**), exemplary (intended to deter similar conduct), or aggravated **Damages** (awarded for additional distress or insult), or any extra **Damages** that are calculated by multiplying the amount of compensation (such as double or treble **Damages**).

10. **Pollution** or **Contamination**, unless it is:

    a) caused by a single, sudden, identifiable event that happens unexpectedly and unintentionally,
    b) occurs all at once, at a clearly defined time and place, and
    c) takes place during the **Period of Insurance**.

Also:

a) If more than one instance of **Pollution** or **Contamination** arises from the same event, **We** treat it as having happened at the time of that event.
b) The most **We** will pay for all **Pollution** or **Contamination** in any one **Period of Insurance** is £250,000.

c) This cover does not apply to incidents that happen in the United States of America, Canada, or their territories or dependencies.

11. **Pollution** or **Contamination** that happens in the United States of America, Canada, or their territories or dependencies.

12. Any claim caused by visits to or work on offshore rigs or platforms.
    This includes all time from boarding a vehicle or craft at the final departure point to the rig or platform, until returning to land and getting off that vehicle or craft.

13. **Injury** or **Damage** to **Property** caused by or connected with work in or on any of the following:

    a) docks, harbours, or railways
    b) watercraft or offshore oil or gas installations
    c) chemical or petrochemical plants, oil or gas refineries, or fuel storage sites
    d) aircraft, airports, or airfields
    e) power stations
    f) nuclear power stations
    g) sites where nuclear processing takes place
    h) towers, steeples, chimneys, blast furnaces, viaducts, bridges, flyovers, dams, motorways, quarries, mines, or collieries

14. Any claim caused by or arising from the manufacture, supply, or use of any product that is safety critical, where failure could result in death, **Injury**, or major **Property Damage** (such as aircraft components, medical devices, or vehicle braking systems).
15. Any claim for financial or economic loss not resulting from **Injury** or **Damage** to **Property**.
16. The first part of any claim (the **Excess**) for **Damage** that occurs away from **Your** Premises, including:

    a) **Damage** to any **Property**, unless it is described in (b) or (c) below
    b) **Damage** caused by using heat, or when heating bitumen or similar materials
    c) **Damage** to underground cables or pipes

The amount **You** must pay for each of these types of **Damage** is shown as excesses in the **Schedule**.

Section 11 - Products Liability

Cover

We will cover **You** for:

1. Compensation **You** are legally required to pay, and
2. Any related legal costs or expenses,

if someone makes a claim against **You** because of:

a) Accidental **Injury** to a person, or
b) Accidental **Damage** to **Property**,

caused by a Product **You** supplied in or from the **Territorial Limits**, where the incident happens anywhere in the world during the **Period of Insurance**.

The most **We** will pay for all claims arising from one incident (or a series of incidents caused by the same original event) is the Limit of Liability shown in the **Schedule**.

If a claim is made in the United States of America, Canada, or any of their territories or dependencies, the Limit of Liability includes all legal costs and expenses.

Clauses

The following clauses apply to this Section

Consumer Protection and Food Safety Act

If **We** have given Our written consent, **We** will pay the legal costs and expenses **You** incur for defending legal proceedings or appealing a conviction if **You** are prosecuted for breaching:

a) Product safety laws, including Part 2 of the Consumer Protection Act 1987, or
b) Food safety laws, including Sections 7, 8, 14, or 15 of the Food Safety Act 1990, or any similar legislation that replaces or updates these laws.

This cover only applies if the alleged offence:

a) relates to **Your Business**, and
b) happens during the **Period of Insurance**.

We will not cover:

a) Any fines or penalties,
b) Proceedings or appeals involving a deliberate act or failure to act by **You**,
c) Costs or expenses already covered by another insurance **Policy**.

Court Attendance Costs

We will pay **You** if, at Our request, **You**, a director, a partner, or an **Employee** are required to attend court as a witness in connection with a claim that is covered under this **Policy**.

Limit of Payment

The most **We** will pay is:

£250 per day for **You**, or for each director or partner;

£100 per day for each **Employee**.

Cross Liabilities

If more than one party is insured under this **Policy**, **We** will treat each party as if they had their own separate **Policy**.
However, this does not increase the total amount **We** will pay.
The most **We** will pay remains limited to the amount stated in the **Policy Schedule**, as if this clause did not apply.

Health and Safety Prosecutions

We will pay **Your** legal costs and expenses if **You** are prosecuted for breaching the Health and Safety at Work etc. Act 1974, or similar laws in Northern Ireland, the Channel Islands, or the Isle of Man.

This applies only if:

- the alleged breach happened during the **Period of Insurance**, and
- the prosecution is connected to **Your Business**, and
- **We** have given Our written consent to meet the costs.

We will also cover:

- any prosecution costs awarded against **You**, and
- **Your** legal costs for appealing a judgment, if **We** agree in writing.

We will not pay any fines or penalties.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this **Policy**.

We will not cover any claim under this Section for:

1. **Damage** to Products **You** have Supplied, or the cost of repairing, changing, replacing, removing, recalling, or refunding those Products.
2. Claims caused by advice, design, formulas or specifications that **You** (or someone working for **You**) provided for a fee, or in situations where a fee would normally be charged.
3. Claims resulting from **You** (or someone working for **You**) knowingly ignoring the need to take reasonable steps to prevent **Injury** or **Damage**.
4. **Injury** to any **Employee** that happens while they are working for **You** or carrying out **Your Business**.
5. **Damage** to **Property** that is in **Your** care, custody or control.

6. Any Product that, to **Your** knowledge, is used in the structure, machinery or controls of an aircraft, aerial device, hovercraft, or any kind of watercraft.
7. Any fines, penalties, or **Damages** agreed in advance by contract (known as liquidated **Damages**).
8. **Damages** meant to punish or make an example of **You** (known as punitive, exemplary or aggravated **Damages**), or any extra amount awarded by multiplying the compensation.
9. **Pollution** or **Contamination**, unless it is:

    a) caused by a single, sudden, identifiable event that happens unexpectedly and unintentionally,
    b) occurs all at once, at a clearly defined time and place, and
    c) takes place during the **Period of Insurance**.

also:

    a) If more than one incident of **Pollution** or **Contamination** arises from the same event, **We** treat it as having happened at the time of that event.
    b) The most **We** will pay for all such claims in any one **Period of Insurance** is £250,000.
    c) This exception does **not** apply to **Pollution** or **Contamination** in the United States of America, Canada, or their territories or dependencies.

10. Any **Pollution** or **Contamination** that happens in the United States of America, Canada, or their territories or dependencies.
11. Products that **You** know are exported to the United States of America or Canada (or their territories or dependencies), unless **We** have agreed otherwise in writing.
12. Claims brought against **You** in a country outside the European Union where **You**:
    a) have a branch, parent company, or subsidiary, or
    b) are represented by someone holding **Your** power of attorney.
13. Commitments **You** have made in a contract (unless the law would have held **You** responsible even without the agreement).
    This does not affect any legal guarantees about goods that are automatically included by law.
14. Any claim caused by something **You** already knew about before the start date of this insurance.

Section 12 – Employers' Liability

Cover

We will cover **You** for:

1. **Your** legal liability to pay Compensation, and
2. Legal Costs and Expenses,

if an **Employee** suffers Bodily **Injury** during the **Period of Insurance**, while working for **You** in The **Business** and within the **Territorial Limits**.

The most **We** will pay for all claims arising from one incident (or a series of incidents caused by the same original event) is the Limit of Liability shown in the **Schedule**.

Clauses

Employers' Liability Certificate

If this Section or the **Policy** is cancelled, any certificate of Employers' Liability insurance **We** have issued will also be cancelled from the same date.

Corporate Manslaughter and Corporate Homicide Act 2007

If this **Policy** includes Products Liability (Section 8), this cover also applies to that section.

We will cover **You** for:

a) Legal fees and expenses **You** incur to defend criminal proceedings (including appeals), and
b) Any legal costs **You** are ordered to pay in a criminal case under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

Provided **We** have agreed to meet these costs in writing.

*In plain terms: This cover applies if someone (who is not an **Employee**) dies as a result of **Your Business** activities, and **You** are prosecuted under the Act.* **We** *will help with defence costs and legal fees; but not fines or penalties.*

The most **We** will pay under this cover in any one **Period of Insurance** is £500,000.

We will only cover **You** for a prosecution if it involves the death of someone (other than an **Employee**), and the death occurred:

a) within the **Territorial Limits**,
b) during the **Period of Insurance**, and
c) as part of **Your Business** activities.

We will not cover:

1. Any:
   a. fines or penalties, or
   b. publicity or remedial orders (or the costs of complying with them).
2. Any legal costs where cover is already available under another part of this **Policy** or another insurance **Policy**.

3. Proceedings arising from any deliberate act or failure to act by **You**.
4. Any claim that is covered by another insurance **Policy**.

Court Attendance Costs

We will pay **You** if, at **Our** request, **You**, a director, a partner, or an **Employee** are required to attend court as a witness in connection with a claim that is covered under this **Policy**.

Limit of Payment

The most **We** will pay is:

a) £250 per day for **You**, or for each director or partner;
b) £100 per day for each **Employee**.

Cross Liabilities

If more than one party is insured under this **Policy**, **We** will treat each party as if they had their own separate **Policy**.
However, this does not increase the total amount **We** will pay.
The most **We** will pay remains limited to the amount stated in the **Policy Schedule**, as if this clause did not apply.

Our Right of Recovery

We will meet the legal requirements of compulsory employers' liability insurance. However, if **We** pay a claim only because the law requires **Us** to, and not because **You** had cover, **You** must repay **Us**.

Health and Safety at Work etc. Act 1974

We will pay **Your** legal costs and expenses if **You** are prosecuted for breaching the Health and Safety at Work etc. Act 1974, or similar laws in Northern Ireland, the Channel Islands, or the Isle of Man.

This applies only if:

a) the alleged breach happened during the **Period of Insurance**, and
b) the prosecution is connected to **Your Business**, and
c) **We** have given Our written consent to meet the costs.

We will also cover:

a) any prosecution costs awarded against **You**, and
b) **Your** legal costs for appealing a judgment, if **We** agree in writing.

We will not pay any fines or penalties.

Indemnity to Principals

If **You** have a written contract with a Principal, **We** will cover them for liability that arises from **Your** work on their behalf.

This cover only applies if:

a) **We** have sole control over investigating, defending, and settling any claim; and

b) The Principal meets all terms, conditions, exclusions and limits of this Section.

Unsatisfied Court Judgments

If an **Employee** (or their personal representatives) wins a court case against another person or **Business** for Bodily **Injury** sustained while working for **You** in The **Business**, and the judgment is not paid within six months, **We** will pay the amount owed.

This applies only if:

a) the **Injury** occurred in the **Territorial Limits** during the **Period of Insurance**, and
b) there is no outstanding appeal.

We must be assigned the rights of that court judgment.

Work Overseas

We will also cover claims for Bodily **Injury** to **Employees** while they are temporarily working outside the **Territorial Limits** for **Your Business**, for a period of up to 30 days in any **Period of Insurance**.

This cover applies:

a) in any country within the European Union
b) anywhere else in the world, as long as the work is temporary and Non-Manual

Exclusions

In addition to the General Exclusions, **We** will not cover any Bodily **Injury**:

1. To an **Employee** (other than the driver) involving a vehicle being used by **You** on a public road. *Terms "vehicle", "use", and "road" have the same meaning as in Part VI of the Road Traffic Act 1988.*
2. From visits to, or work on, offshore rigs or platforms.
   This starts when the **Employee** boards transport to the platform and ends on return to land.
3. Caused by or related to asbestos (including its manufacture, storage, use, or disposal).
   This exclusion applies unless the law requires cover (in which case, a £5,000,000 limit applies for each event, including costs).
   You must not be involved in any asbestos-related activity for this cover to apply.
4. From any work in or on:
   a) docks, harbours, or railways
   b) watercraft or offshore oil/gas platforms
   c) chemical or petrochemical plants, refineries, or fuel storage sites
   d) aircraft, airports, or airfields
   e) power stations
   f) nuclear processing facilities
   g) towers, steeples, chimneys, furnaces, viaducts, bridges, flyovers, dams, motorways, quarries, mines, or collieries.

Section 13 – Terrorism

The following definitions apply specifically to Section 13 and are in addition to the General Definitions at the front of this **Policy**. These definitions apply wherever the terms appear in these sections, unless a different definition is clearly stated.

Definitions

Act of Terrorism

Means 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 His Majesty's government in the United Kingdom or any other government de jure or de facto.

Business Interruption

Means loss of Gross Profit and/or loss of Revenue and/or loss of Rent Receivable and/or increased cost of working and/or additional expenditure, as provided for, resulting from interruption of or interference with the Business.

Computer Systems

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

Damage

Means loss destruction or damage

Data

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

Denial of Service Attack

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

Hacking

Means unauthorised access to any Computer System, whether your Property or not.

Head of Cover

Means any of the following types of cover:

a) Buildings and Completed Structures covered under Section 1 – Material Damage, Section 2 – Specified All Risks, Section 4 – Loss of Business Money, Section 7 - Deterioration of Stock, Section 8 – Goods in Transit, Section 9 Overnight Tools Cover.
b) other **Property** (including contents, engineering, contractors and computers).
c) Business Interruption covered under Section 3 Business Interruption.
d) Book Debts.

Event

This will be decided by **Us** but generally would be:

Means all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same act of terrorism.

The date and time that any such period of 72 hours shall commence shall be set by us.

Nuclear Installation

Means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

a) the production or use of atomic energy;
b) 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
c) 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

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

Phishing

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

Private Individual

Means any person other than:

- a beneficiary trustee or body of trustees where insurance is arranged in accordance with the terms of a trust;
- a person who owns or is otherwise insured in respect of **Residential Property** for their business as a sole trader;

- a person who owns or is otherwise insured in respect of **Residential Property** of which in excess of 20% is commercially occupied.

Provided that if the **Property** is a private dwelling house or a self-contained unit insured as part of a block of flats and is occupied as a private residence by a beneficiary or a trustee of the trust in question or sole trader or by a beneficiary or an executor of the will in question or the **Property** is located in premises owned by any such person the **Property** insured shall be deemed to be insured in the name of a **Private Individual**.

The definition of **Private Individual** shall include two or more persons where insurance is arranged in their several names and/or the name of the Insured includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the **Property** insured.

Property

Means **Property** as defined within the general definitions of this policy wording, but excluding:

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

Residential Property

Means private dwelling houses and flats (including household contents and personal effects as insured.

Territory

Means England, Wales, and Scotland but not the territorial sea adjacent thereto as defined by the Territorial Sea Act 1987.

Terrorism

Means 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 His Majesty's government in the United Kingdom or any other government de jure or de facto.

Virus or Similar Mechanism

Means program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to **Damage**, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems**, Data or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to **Damage**, interfere with, adversely affect, infiltrate or monitor as above.

Cover

In consideration of the payment of the **Terrorism** Premium for the relevant **Period of Insurance** the insurance by this **Policy** is extended (subject to the Exclusions below) when shown within **Your** schedule to include

a) all losses under any of the **Heads of Cover** as a result of **Damage** or destruction of the **Property** in the **Territory**, the proximate cause of which is an **Act of Terrorism**.

As insured by this **Policy** in the **Territories** stated below to the extent and insofar that they are insured by this **Policy**

Provided that **Our** liability shall not exceed in any one **Period of Insurance**

- in all the total sum insured entered in the **Schedule**
- for any item its sum insured or
- any other stated limit of liability in the **Schedule** or elsewhere in the **Policy**

whichever is the less

Subject always to the Limits applying to Terrorism insurance shown against the **Territories** stated below after application of all insurance provisions including any excess.

Territory - England, Wales, and Scotland

Limit of Liability - As specified in **Policy**

Elsewhere in the world - Not insured

Exclusions

The insurance by this Section is subject to the terms, conditions and exclusions of the relevant section of cover and not subject to the General Exclusions of the **Policy**, except the following:

This terrorism Insurance does not cover

a) any loss whatsoever directly or indirectly caused by or contributed to by or arising from 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;
b) any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from;

1) **Damage** to or the destruction of any **Computer System** or
2) any alteration, modification, distortion, erasure or corruption of **Data**
in each case whether **Your Property** or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from **Virus** or Similar Mechanism or **Hacking** or **Phishing** or **Denial of Service Attack**.

Proviso to Exclusion b)

This proviso applies to **Head of cover** save that Covered Loss otherwise falling within this Exclusion b) will not be treated as excluded by Exclusion b) solely to the extent that such Covered Loss:

(i) results directly (or, solely as regards (ii) (c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, **Damage** to or movement of buildings or structures, plant or machinery other than any **Computer System**; and

(ii) comprises;

(a) the cost of reinstatement, replacement or repair in respect of **Damage** to or destruction of **Property** insured by Y**ou**; or
(b) the amount of business interruption loss suffered directly by **You** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either **Damage** to or destruction of **Property** insured by **You** or as a direct result of denial, prevention or hindrance of access to or use of the **Property** insured by **You** by reason of an **Act of Terrorism** causing **Damage** to other **Property** within one mile of the **Property** insured by **You** to which access is affected; or
(c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an **Event** as a result of **Damage** to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by the **You** to avoid or diminish such loss; and

(iii) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of "**Property**" for the purposes of this Proviso shall (additionally to those exclusions in the definition of "**Property**" and anywhere else) exclude:

(a) any money (including "Money" as defined in any insurance **Policy**), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
(b) any **Data**.

Notwithstanding the exclusion of **Data** from **Property**, to the extent that **Damage** to or destruction of **Property** within the meaning of sub-paragraph (ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of **Data**, because the occurrence of one or more of the matters referred to in sub-paragraph (i) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of **Data**, that shall not prevent cost or business interruption loss directly resulting from **Damage** to or destruction of such **Property** and otherwise falling within subparagraphs (i) and (ii) above from being recoverable under this Terrorism Insurance. In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be recoverable under this Terrorism Insurance.

For the avoidance of doubt, the burden of proof shall be on **You** to prove or establish all the matters referred to in sub-paragraphs (i) to (ii) above.

c) **Damage** or consequential loss arising from such **Damage** to any Nuclear Installation or Nuclear reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor, but this Exclusion shall not exclude loss arising from **Damage** to other types of **Property** arising from an **Act of Terrorism** occurring at the site of a Nuclear Installation or Reactor.

d) any Residential **Property** insured in the name of a **Private Individual**

Conditions

1. **We** will not indemnify **You** unless and until

    a) HM Treasury has certified that an event or events have been an **Act of Terrorism**; or
    b) a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement

between Pool Reinsurance Company Ltd and HM Treasury has determined that an event or events have been an **Act of Terrorism**

2. Any conditions or terms which provide for adjustments of premium based on declarations on expiry of the **Period of Insurance** shall not apply to Terrorism insurance
3. Any long-term agreement or undertaking applying to this **Policy** shall not apply to Terrorism insurance.
4. Terrorism cover is subject to all **Policy** General Conditions and Claims Conditions listed.

Section 14 - Essential Business Legal Expenses

The cover under this Section is provided by ARAG plc on behalf of the **Insurer** ARAG Legal Expenses Insurance Company Limited.

Please read this Section of the **Policy** carefully and in full to familiarise yourself with the terms and conditions, as well as the:

- Legal and other helpline services
- Business legal services website
- Claims procedure

If you are unsure about anything in this document, please contact whoever you purchased your policy from.

Telephone Helplines

0344 571 7978 - Legal advice on business matters within UK, Isle of Man, Channel Islands and EU law, 24 hours a day, 365 days of the year

0330 303 1955 - Redundancy assistance, 9am to 5pm weekdays

0344 571 7978 - UK tax advice, 9am to 5pm weekdays

0333 000 2083 - Executive suite identity theft resolution

0344 571 7964 - Crisis communication

0333 000 2082 - Counselling service

Business Legal Services

www.araglegal.co.uk

Register on your first site visit using voucher code **X1232KC79BB5**. Discover **Our** law guides and create legal documents and letters to help with commercial legal matters.

Main Benefits of Essential Business Legal Expenses

Protection for legal costs arising from:

- employment disputes & compensation awards
- employment restrictive covenants
- tax investigations & VAT disputes
- legal nuisance, trespass or damage to property
- legal defence
- compliance & regulation
- statutory licence appeals
- loss of earnings
- personal injury
- claims involving your executives
- contract & debt recovery
- crisis communication.

Who is ARAG?

ARAG is the largest family enterprise in the German insurance industry and has positioned itself as a versatile quality insurer. Specialising in legal insurance as the leading legal insurer worldwide, ARAG also offers its customers attractive, needs-based products and services from a single source.

Active in a total of 19 countries - including the US and Canada, ARAG is also represented by international branches, subsidiaries and shareholdings in numerous international markets in which it holds a leading position as a provider of legal insurance and legal services. With almost 6,100 employees, the Group generates revenue and premium income totalling more than €2.8 billion.

Section 14 Definitions

These definitions apply in addition to those shown in the general Definitions section of this **Policy**.

If a word or term is also defined in the general Definitions part of this **Policy**, the definition below replaces the general policy definition for the purposes of this section.

Appointed Advisor

The

a) solicitor, accountant, or other advisor (who is not a mediator), appointed by **Us** to act on behalf of the **Insured**;
b) mediator appointed by **Us** to provide impartial dispute resolution in relation to a claim accepted by **Us**.

Business

The occupation, trade profession or enterprise carried out by the entity shown in the **Schedule** that attaches to this **Policy**.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of either

a) 100% “no-win no-fee” or
b) where discounted, that a discounted fee is payable.

Conditional Fee Agreement

A legally enforceable agreement between **You** and the **Appointed Advisor** for paying their professional fees on the basis of either

a) 100% “no-win no-fee” or
b) where discounted, that a discounted fee is payable.

Employee

A worker who has or alleges they have entered into a contract of service with **You**.

Insured

a) **You**, **Your** directors, partners, managers, officers and **Employees** of **Your Business**.
b) A person declared to **Us**, who is contracted to perform work for **You**, who in all other respects **You** have arranged to insure on the same basis as **Your Employees** and who performs work under **Your** supervision.

Insurer

ARAG Legal Expenses Insurance Company Limited.

Legal Costs & Expenses

a) Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.3.
b) In civil claims, other side's costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.
c) Reasonable accountancy fees reasonably incurred under Insured Event 4. Tax Disputes by the **Appointed Advisor** and agreed by **Us** in advance.
d) Health and Safety Executive Fees for Intervention.
e) **Your Employee's** basic wages or salary under Insured Event 9. Loss of Earnings in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.
f) The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured Event 11. c) where the **Insured** has taken advice from **Our** Executive Suite - Identity Theft Resolution helpline.
g) The professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce the actual adverse or negative publicity or media attention under Insured Events 11. e) Executive Suite and 13) Crisis Communication.

Reasonable Prospects Of Success

a) Other than as set out in a) and b) below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under Insured Event 12. Contract & Debt Recovery, there must be a greater than 50% chance of successfully defending the claim in its entirety.
b) In criminal prosecution claims where the **Insured**
    (i) pleads guilty, a greater than 50% chance of reducing any sentence or fine or
    (ii) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
c) In all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

Where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Territorial Limit

a) For Insured Events 6. Legal Defence and 12. Contract & Debt Recovery the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union. https://europa.eu/european-union/index_en
b) For all other Insured Events the United Kingdom, Channel Islands and the Isle of Man.

We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**.

You/Your

The individual, partnership or corporate body named in the **Schedule**, including any subsidiary and/or associated companies declared to **Us**.

Important Information

We record and monitor calls for training purposes, to improve the quality of **Our** service, to help **Us** deal with queries or complaints and to prevent and detect fraud and financial crime.

Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that your helpline usage is becoming excessive they will tell you. If following that warning, usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

Legal and Tax Advice 0344 571 7978

If you have a legal or tax problem relating to your business, **We** recommend you call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). **We** give advice about business-related legal matters within UK, Isle of Man, Channel Islands and EU law and tax matters within the UK. The query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. You can visit **Our** website to see a video about this service.

Use of this service does not constitute reporting of a claim.

Redundancy Assistance 0330 303 1955

If you are planning redundancies and need extra legal support, **We** can arrange specialist consultancy assistance for you. Redundancy assistance will help you to implement a fair selection process and ensure that the redundancy notices are correctly served. The service offers document review and telephone or written advice and is subject to a charge. If you would like **Us** to arrange Redundancy Assistance please call **Us** between 9am and 5pm on weekdays (except bank holidays).

Executive Suite – Identity Theft Resolution 0333 000 2083

This service is available to the principal, executive officers, directors and partners of the business between 9am and 5pm on weekdays (except bank holidays). **We** provide telephone advice to help executives keep their personal identity secure. Where identity theft is suspected, specialist caseworkers can help the victim to restore their credit rating and correspond with their card issuer, bank or other parties. Identity theft expenses are insured under Insured event 11. c) when your executives use this helpline.

Crisis Communication 0344 571 7964

Following an event that has attracted negative publicity which could affect your business, you can access professional public relations support from **Our** crisis communication experts. This service is available 24 hours a day, 365 days of the year.

In advance of any actual adverse publicity, where possible, initial advice for you to act upon will be provided over the phone. If your circumstances require professional work to be carried out at that time, **We** can help on a consultancy basis and subject to you paying a fee.

Where an event has led to actual publicity online, in print or broadcast, that could damage your business, you are insured against the costs of crisis communication services under Insured event 13. when you use this helpline.

Counselling Assistance 0333 000 2082

Our qualified counsellors will provide free confidential support and advice by phone to your employees or their family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem. This service is available 24 hours a day, 365 days of the year.

Calls to the Counselling assistance service will not be recorded.

Business Legal Services

www.araglegal.co.uk

Getting Started

You will need to enter voucher code **X1232KC79BB5** when you register to use the website. Once you have registered you can access the website at any time to create and securely store your legal documents.

Choosing Your Legal Documents

We have suggested legal documents and law guide content that may help you in particular circumstances throughout this policy wording.

More Help?

If you have problems using the website, please contact the digital technical support team. Contact details can be found on the website. The digital technical support team cannot give you legal or insurance advice.

Section 14 Claims Procedure

Telling Us About Your Claim

1. If an **Insured** needs to make a claim, they must notify **Us** as soon as possible.
2. If an **Insured** instructs their own solicitor or accountant without telling **Us**, they will be liable for costs that are not covered by this Section of the **Policy**.
3. A claim can be made online at **www.arag.co.uk/newclaims**. Alternatively an **Insured** can obtain a claim form by downloading one at **www.arag.co.uk/newclaims** or by calling **Us** on **0330 303 1955** Between 9am and 5pm weekdays (except bank holidays).
4. The completed application and supporting documentation can be submitted online or sent to **Us** by email, or post.

Further details are set out on **Our** website.

What Happens Next?

1. **We** will send the **Insured** an acknowledgment by the end of the next working day after receiving their claim.
2. Within five working days of receiving all the information needed to assess the availability of cover under this Section of the **Policy**, **We** will contact the **Insured** either:
   a) confirming cover under the terms of this **Policy** and advising the **Insured** of the next steps to progress their claim; or
   b) if the claim is not covered, **We** will explain in full the reason(s) why, and advise whether **We** can assist in another way.
3. When a representative is appointed by **Us**, they will try to resolve the **Insured's** dispute without delay, arranging Alternative Dispute Resolution, such as mediation, whenever appropriate.
4. **We** will check on the progress of the **Insured's** claim with the **Appointed Advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Privacy Statement

This is a summary of how **We**, on behalf of the **Insurer**, collect, use, share and store personal information. To view **Our** full privacy statement, please see our website **https://www.arag.co.uk/data-legal/privacy-notice/**

Collecting Personal Information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **We** ask for personal or sensitive information, **We** undertake that it shall only be used in accordance with **Our** privacy statement.

We may also collect information for other parties such as suppliers **We** appoint to process the handling of a claim.

Using Personal or Sensitive Information

The reason **We** collect personal or sensitive information is to fulfil **Our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **We** may need to share personal or sensitive information with other organisations. **We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **Our** full privacy statement for full details.

Keeping Personal Information

We shall not keep personal information for any longer than necessary.

Your Rights

Any person insured by this policy has a number of rights in relation to how **We** hold personal data including; the right to a copy of the personal data **We** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **We** will not be able to delete personal data, please refer to **Our** full privacy statement.

Your Policy Cover

This **Policy** is evidence of the contract between **You** and the **Insurer**. The **Policy** and **Schedule** shall be read together as one document.

Following an Insured Event, the **Insurer** will pay **Legal Costs & Expenses** including the cost of appeals (and compensation awards under Insured Event 2. Employment compensation awards), up to:

a) £100,000 for all claims related by time or originating cause;
b) an aggregate limit of £1,000,000 for compensation awards under Insured Event 2. Employment compensation awards;

subject to all of the following requirements being met.

1. **You** have paid the insurance premium.
2. The **Insured** keeps to the terms of this **Policy** and cooperates fully with **Us**.
3. Unless otherwise stated in this Section of the **Policy**, the Insured Event arises in connection with **Your Business** and occurs within the **Territorial Limit**.
4. The claim
    a) always has **Reasonable Prospects of Success** and
    b) is reported to **Us**
        (i) during the **Period of Insurance** and
        (ii) as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.
5. Unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us**
    a) in any claim to be heard by an Employment Tribunal and/or
    b) before proceedings have been or need to be issued.
6. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **Territorial Limit**.

We consider that a claim has been reported to **Us** when **We** have received the **Insured's** fully completed claim application.

This Section of the **Policy** will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other **Policy** terms.

Insured Events Covered

1. Employment

A dispute between **You** and **Your Employee**, ex-**Employee**, or a prospective **Employee**, arising from a breach or an alleged breach of their

a) contract of service with **You**
b) related legal rights.

You can claim under the **Policy** as soon as internal procedures as set out in the

a) ACAS Code of Practice for Disciplinary and Grievance Procedures or
b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded.

<u>What Is Not Covered Under Insured Event 1.</u>

Any claim arising from or relating to:

1. the pursuit of an action by **You** other than an appeal against the decision of a court or tribunal
2. actual or alleged redundancy that is notified to **Employees** within 180 days of the start of this **Policy** except where **You** have had equivalent cover in force up until the start of this **Policy**
3. costs **You** incur to prepare for an internal disciplinary hearing, grievance or appeal
4. a pension scheme where actions are brought by ten or more **Employees** or ex-**Employees**.

The Business Legal Services website features a range of useful documents including Workplace Policies, Discipline and Dismissal letters and Hiring Staff documents.

2. Employment Compensation Awards

Following a claim **We** have accepted under Insured Event 1. Employment, the **Insurer** will pay any

a) basic and compensatory award or
b) an amount agreed by **Us** in settlement of a dispute.

Provided that compensation is:

(i) agreed through mediation, conciliation or under a settlement approved by **Us** in advance or
(ii) awarded by a tribunal judgment after full argument unless given by default.

<u>What Is Not Covered Under Insured Event 2.</u>

1. Money due to an **Employee** under a contract or a statutory provision relating thereto.
2. Compensation awards or settlements relating to
    a) trade union membership, industrial or labour arbitration or collective bargaining agreements
    b) civil claims or statutory rights relating to trustees of occupational pension schemes.

The Law Guides on the Business Legal Services website are available to provide information on many of the different legal issues employers face.

3. Employment Restrictive Covenants

a) A dispute with **Your Employee** or ex-**Employee** which arises from their breach of a restrictive covenant where **You** are seeking financial remedy or damages.

b) Provided that the restrictive covenant
   (i) is designed to protect **Your** legitimate **Business** interests, for a period not exceeding 12 months and
   (ii) is evidenced in writing and signed by **Your Employee** or ex-**Employee** and
   (iii) extends no further than is reasonably necessary to protect the **Business** interests.

c) A dispute with another party who alleges that **You** have breached their legal rights protected by a restrictive covenant.

The Employment Agreement on the Business Legal Services website includes post-termination clauses including covenants.

4. Tax Disputes

a) A formally notified enquiry into **Your Business** tax.

b) A dispute about **Your** compliance with HMRC regulations relating to **Your Employees**, workers or payments to contractors.

c) A dispute with HMRC about Value Added Tax.

Provided that:

(i) **You** keep proper records in accordance with legal requirements and
(ii) in respect of any appealable matter **You** have requested an Internal Review from HMRC where available.

<u>**What Is Not Covered Under Insured Event 4.**</u>

Any claim arising from or relating to:

1. tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate misstatements or omissions
2. an investigation by the Fraud Investigation Service of HMRC
3. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **Your** financial arrangements
4. any enquiry that concerns assets, monies or wealth outside of the United Kingdom
5. **Your** failure to register for VAT.

5. **Property**

A dispute relating to material property which **You** own or is **Your** responsibility:

a) following an event which causes physical damage to **Your** material property
b) following a public or private nuisance or trespass
c) which **You** wish to recover or repossess from an **Employee** or ex-**Employee**.

<u>What Is Not Covered Under Insured Event 5.</u>

Any claim arising from or relating to:

1. a contract between **You** and a third party except for a claim under 5. c)
2. goods lent or hired out
3. compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority.

6. **Legal Defence**

a) A criminal investigation and/or enquiry by:

    (i) the police or
    (ii) other body with the power to prosecute

    where it is suspected that an offence may have been committed that could lead to the **Insured** being prosecuted.

b) The charge for an offence or alleged offence which leads to the **Insured** being prosecuted in a court of criminal jurisdiction.

<u>What Is Not Covered Under Insured Event 6.</u>

Any claim relating to a parking offence.

7. **Compliance & Regulation**

a) Receipt of a Statutory Notice that imposes terms against which **You** wish to appeal.
b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body.
c) A civil action alleging wrongful arrest arising from an allegation of theft.
d) A claim against **You** for compensation under the Data Protection Act 2018 provided that

    (i) **You** are registered with the Information Commissioner
    (ii) **You** are able to evidence that **You** have in place a process to

    - investigate complaints from data subjects regarding a breach of their privacy rights
    - offer suitable redress where a breach has occurred and that **Your** complaints process has been fully engaged.

e) A civil action alleging that an **Insured** (or an ex-**Employee** provided that they have **Your** agreement to claim under this **Policy**) has

    (i) committed an act of unlawful discrimination; or
    (ii) failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of **Your Employees**.

What Is Not Covered Under Insured Event 7.

Any claim arising from or relating to:

1. the pursuit of an action by **You** other than an appeal
2. a routine inspection by a regulatory authority
3. an enquiry, investigation or enforcement action by HMRC
4. a claim brought against **Your Business** where unlawful discrimination has been alleged.

ico.org.uk Guide to information rights.

We have a category for Health and Safety documents on our Business Legal Services website, this includes a Health and Safety Compliance and Policy Review and Fire Risk Assessments.

8. Statutory Licence Appeals

An appeal against a formal written proposal by the relevant authority to alter, suspend, revoke or refuse to renew a licence or compulsory registration required to run **Your Business**.

9. Loss of Earnings

The **Insured's** absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the **Appointed Advisor** or whilst on jury service which results in loss of earnings.

What Is Not Covered Under Insured Event 9.

Any sum which can be recovered from the court.

www.gov.uk/jury-service/what-you-can-claim

10. Personal Injury

An event that causes bodily injury to, or the death of, an **Insured**.

What Is Not Covered Under Insured Event 10.

Any claim arising from or relating to a condition, illness or disease which develops gradually over time.

11. Executive Suite

This Insured Event applies only to the principal, executive officers, directors and partners of **Your Business**.

a) An HMRC enquiry into the executive's personal tax affairs.
b) A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from **Your Business**.
c) A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Executive Suite - Identity Theft Resolution helpline.
d) A dispute that arises from the terms of **Your Business** partnership agreement that is to be referred to mediation.
e) Crisis communication as described in Insured Event 13. below shall be available to the principal, executive officers, directors and partners of the **Business** for matters occurring in their private and personal capacity that cause significant adverse publicity or reputational damage.

What Is Not Covered Under Insured Event 11.

1. Any claim arising from or relating to:

    a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions
    b) an investigation by the Fraud Investigation Service of HMRC
    c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the executive's financial arrangements
    d) any enquiry that concerns assets, monies or wealth outside of the United Kingdom
    e) a parking offence
    f) costs incurred in excess of £25,000 for a claim under 11. d) and 11. e).

2. Crisis communication for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.

12. Contract & Debt Recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **You** or on **Your** behalf to buy, sell, hire or lease goods or services or to rent your **Business Premises**, provided that if **You** are claiming for an undisputed debt **You** have exhausted **Your** normal credit control procedures.

What Is Not Covered Under Insured Event 12.

Any claim arising from or relating to:

1. an amount which is less than £200
2. a dispute with a tenant or leasee where **You** are the landlord or lessor
3. the sale or purchase of land or buildings
4. loans, mortgages, endowments, pensions or any other financial product
5. computer hardware, software, internet services or systems which

    a) have been supplied by **You** or
    b) have been tailored to **Your** requirements

6. a breach or alleged breach of a professional duty by an **Insured**
7. the settlement payable under an insurance policy
8. a dispute relating to an **Employee** or ex-**Employee**
9. adjudication or arbitration.

If you need to chase a debt go to the Business Legal Services website where you can download a debt reminder letter and letter before claim. If you are not successful in obtaining an agreement to settle you should check that your right to claim is not affected by "What Is Not Covered" and report the matter to us as a claim.

13. **Crisis Communication**

Following an event which causes significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **Your Business**, **We** will:

a) liaise with **You** and **Your** solicitor (whether the solicitor is an **Appointed Advisor** under this Section of the **Policy**, or acts on **Your** behalf under any other policy) to draft a media statement or press release
b) prepare communication for **Your** staff/customers/ suppliers and/or a telephone or website script or social media messaging
c) arrange, support and represent the **Insured** at an event which media will be reporting
d) support the **Insured** by taking phone calls/emails and managing interaction with media outlets
e) support and prepare the **Insured** for media interviews

provided that **You** have sought and followed advice from **Our** Crisis Communication helpline.

What Is Not Covered Under Insured Event 13.

Any claim arising from or relating to:

1. matters that should be dealt with through **Your** normal complaints procedures
2. a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast
3. costs incurred in excess of £25,000.

What Is Not Covered Under Section 14 - Essential Business Legal Expenses

These exclusions apply in addition to the General Exclusions.

The **Insured** is not covered for any claim arising from or relating to:

1. costs or compensation awards incurred without **Our** consent
2. any actual or alleged act, omission or dispute happening before, or existing at the start of the insurance provided by this **Policy**, and which the **Insured** knew or ought reasonably to have known could lead to a claim
3. an allegation against the **Insured** involving:

    a) assault, violence, malicious falsehood or defamation
    b) indecent or obscene materials
    c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
    d) illegal immigration
    e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities

    except in relation to Insured Event 13. Crisis Communication
4. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Insured Event 1. Employment), or defending a claim in respect of loss or damage that has been caused to **Your** property
5. National Minimum Wage and/or National Living Wage Regulations
6. patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Insured Event 3. Employment Restrictive Covenants)
7. a dispute with any subsidiary, parent, associated or sister company or between shareholders or business partners (except in relation to mediation under Insured Event 11. d))
8. a) a franchise agreement
    b) an agency agreement through which one party has the legal capacity to alter the legal relations of the other
9. a judicial review
10. a dispute with **Us**, the **Insurer** or the party who arranged this cover not dealt with under Condition 6.
11. the payment of fines, penalties or compensation awarded against the **Insured** (except as covered under Insured Event 2. Employment Compensation Awards); or costs awarded against the insured by a court of criminal jurisdiction.

Section 14 - Essential Business Legal Expenses Conditions

These conditions apply in addition to the General Conditions.

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back **Legal Costs & Expenses** from the **Insured** if this happens.

1. The Insured's Responsibilities

An **Insured** must:

a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in the **Insured's** favour
b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them
c) take reasonable steps to claim back **Legal Costs & Expenses** and, where recovered, pay them to the **Insurer**
d) allow the **Insurer** at any time to take over and conduct in the **Insured's** name, any claim.

2. Freedom to Choose an Appointed Advisor

a) In certain circumstances as set out in 2.b) below the **Insured** may choose an **Appointed Advisor**. In all other cases, no such right exists and **We** shall choose the **Appointed Advisor**.
b) If:

   i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **Insured**, or
   ii) there is a conflict of interest

   the **Insured** may choose a qualified appointed advisor except, where the **Insured's** claim is to be dealt with by the Employment Tribunal, **We** shall always choose the **Appointed Advisor**.

c) Where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details.
d) Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel and will pay only the costs that the **Insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them, including rates which may be lower than those available from other firms.)
e) If the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, the **Insurer's** liability in respect of that claim will end immediately.
f) In respect of pursuing a claim **You** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**) where legally permitted.

3. Consent

a) The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
b) An **Insured** must have **Your** agreement to claim under this Section of the **Policy**.

4. Settlement

a) The **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.
b) The **Insured** must not negotiate or settle the claim without **Our** written agreement.
c) If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further costs.

5. Barrister's Opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of their claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect the **Insured's** right under Condition 6. below.

6. Arbitration

If any dispute between the **Insured** and **Us** arises from this Section of the **Policy**, the **Insured** can make a complaint to **Us** as described under How We Handle Complaints below and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **Insured** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If **We** and the **Insured** fail to agree on a suitable person to arbitrate the matter **We** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

7. Other Insurance

The **Insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this Section of the **Policy** did not exist; even if the other insurer refuses the claim.

8. Fraudulent Claims and Claims Tainted by Dishonesty

a) If the **Insured** makes any claim which is fraudulent or false, the **Policy** may immediately become void and all benefit under it may be lost.
b) An **Insured** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout.

Where, on the balance of probabilities and having considered carefully all the facts of any claim, it appears to the **Appointed Advisor** that the **Insured** has breached this condition and that the breach has:

(i) affected **Our** assessment of **Reasonable Prospects Of Success**, and/ or
(ii) prejudiced in any part the outcome of the **Insured's** claim

the **Insurer** shall have no liability for **Legal Costs & Expenses** incurred from the date of the **Insured's** breach.

9. Cancellation

In addition to the Cancellation conditions as set out within the General Conditions, the **Insurer** may also cancel this Section of the **Policy** refund the premium for the remaining **Period of Insurance** if at any time **You**:

a) enter into a voluntary arrangement or a deed of arrangement or
b) become bankrupt, are placed into administration, receivership or liquidation or
c) have **Your** affairs or property in the care or control of a receiver or administrator.

10. Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments, bodies and rules referred to within this Section of the **Policy** shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement. This **Policy** will be governed by English law.

How We Handle Complaints

Step 1

ARAG is committed to providing a first-class service at all times. However, if a complaint arises, this should be addressed to **Our** Customer Relations Department who will arrange to have it reviewed at the appropriate level.

We can be reached in the following ways:

Phone -	0344 893 9013 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).
Email -	customerrelations@arag.co.uk
By Post -	ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

Step 2

If **We** are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

Phone -	0800 023 4567 or 0300 1239 123
Email -	complaint.info@financial-ombudsman.org.uk
By Post -	Financial Ombudsman Service, Exchange Tower, London E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at **www.financial-ombudsman.org.uk**.

The FOS's decision is binding upon **Us**, but you are free to reject it without affecting your legal rights.

You can read more about our complaints procedure on **Our** website by clicking here: **https://www.arag.co.uk/contact/making-a-complaint**.

Section 15 – Claims Preparation

This **Policy** provides you with, and covers the cost of, the services of an insurance claims specialist who will act on your behalf, helping you with the preparation of your claim with your insurer Accelerant Insurance UK Limited in respect of claims under Section 1 – Material Damage and Section 3 – Business Interruption.

Definitions

These definitions apply in addition to those shown in the general definitions section of this **Policy**. If a word or term is also defined in the general definitions part of this **Policy**, the definition below replaces the general **Policy** definition for the purposes of this section.

Claim Threshold

The minimum loss of £20,000, required for this Policy before appointment of Your personal claims specialist.

Insurer

Qlaims Limited for and on behalf of Great American International Insurance (UK) Limited as shown on Your Schedule.

Making a claim

When you need to make a Claim, please let us know as soon as possible. To notify us of a Claim, email us at info@qlaims.com or call us on +44 (0)20 4583 2675.

What is Covered

The services provided and covered by this section of the **Policy** are as follows:

Cover is provided for claims for a loss due to physical loss of, or **Damage** to, **Property** insured under this **Policy** estimated to exceed the **Claims Threshold**.

In the event of a claim, we will offer you the choice of either a personal or virtual visit (that is, via video-streaming) by a claims specialist as soon as practicable after your loss to assess the loss or damage and to liaise with Accelerant Insurance UK Limited or their representatives.

At our sole discretion, we will appoint a claims specialist from our panel to your claim under this **Policy**. This claims specialist will support you:

- to prepare your claim documentation for property **Damage** or loss including loss of profits, if applicable.
- to handle correspondence. We will meet with Accelerant Insurance UK Limited or their representatives as needed to help progress your claim.
- in proactively negotiating interim payments.
- as needed and line with the course of actions agreed on the claim, in assisting the appointment of surveyors, builders, and other professionals and tradesmen.

- with presenting your claim to Accelerant Insurance UK Limited or their representatives and in supporting you agree a timely settlement under its terms and conditions.

What is not Covered

The following are not covered by this **Policy** section:

- Claims less than the **Claim Threshold**, or **Policy Excess**, whichever is the greater.
- Claims, costs or expenses incurred where Accelerant Insurance UK Limited has declined the claim. Note that provided we accepted the claim, no fees are payable by you if the claim is subsequently declined by the Accelerant Insurance UK Limited.
- Any costs or expenses incurred before we accepted a claim, and/or any costs and expenses incurred without approval of the claims specialist.
- Claims not covered by your Accelerant Insurance UK Limited policy. Claims associated with civil proceedings. Also, motor, aviation, marine risk, personal injury or liability claims irrespective of whether such risks are covered by the Accelerant Insurance UK Limited policy.
- Losses other than those incurred within the United Kingdom of Great Britain and Northern Ireland.
- Loss or **Damage** caused by any direct or indirect consequence of war, civil war, invasion, terrorism, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- Loss or **Damage** caused by biological, chemical, nuclear or radioactive **Pollution or Contamination** or explosion.

Note that we may refuse to pay further costs and expenses, and further services may be terminated, in the following circumstances:

- At settlement or during the course of the claim, if you do not accept a reasonable offer by Accelerant Insurance UK Limited, and which the claims specialist has advised you to accept, or that you disregard or ignore the advice given by the claims specialist in your claim preparation.
- Where any investigations carried out by us or our claims specialist indicate actual or attempted **Fraudulent Claims**, misrepresentation, or a serious non-disclosure.

Cyber Loss Exclusion Clause

Cyber Losses are excluded from section 15 for Claims Preparation. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- the use or operation of any Computer System or Computer Network;
- the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- access to, processing, transmission, storage or use of any Data;
- inability to access, process, transmit, store or use any Data;
- any threat of or any hoax relating to the above;
- any error or omission or accident in respect of any Computer System, Computer Network or Data; or
- any activity of third party(s) causing disruption or damage to any Computer System or Computer Network.

For the avoidance of doubt, the definition of Cyber Loss above, does not exclude accidental material damage cover for any Insured loss sustained regarding an Insured Computer System or Computer Network (where the damage thereto did not result from Cyber Loss).

Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

Data means information used, accessed, processed, transmitted or stored by a Computer System.

Section 16 - Cyber

This Section is provided by HSB Engineering Insurance Limited. HSB Engineering Insurance Limited are the controller of any personal information (for example, names, addresses, telephone numbers, job titles or dates of birth) **You** provide to **Us**, or which is processed in connection with **Your Policy**. **We** collect and process information about **You** that **We** consider to be necessary in order to make decisions about the cover **We** provide to **You**, any claims **You** make, or to detect and prevent fraud. **We** also may record incoming and outgoing telephone calls with **You** for training, monitoring and quality control purposes.

We may share your information with, and obtain information about **You** from, companies within the Munich Re Group, other insurers, brokers, loss adjusters, credit reference agencies, fraud prevention agencies or other third parties who provide services on **Our** behalf. For further details on how **Your** information is used and **Your** rights in relation to **Your** information, please see our Privacy statement at https://www.munichre.com/hsbeil/en/legal/privacy-statement.html

Helpline

As part of this **Policy**, **You** automatically have access to a helpline providing cyber incident support, delivered by **Our** specialist partner, CyberScout. The helpline is available 24 hours a day, 7 days a week (excluding 25th December and 1st January) and is free of charge. Using the helpline services has no effect on claims history and no excess is charged for these services. The helpline provides:

1. **Proactive Technical Assistance:** Call the CyberScout Resolution Centre any time to learn how to protect from cyber incidents before they happen

2. **Incident Remediation:** When things go wrong, a dedicated specialist will stay with their case from first call to resolution

3. **Liaising with third parties:** We help customers notify the appropriate organisations to ensure they are protected, including banks, credit card companies, government agencies, police report filing, social media platforms, and more

4. **Evidentiary support:** We document all information and materials throughout the case to ensure customers have all evidence needed

5. **Claims filing assistance:** If a customer needs to file a claim, we are ready to assist throughout the process

If it has been established that you need to make a claim under this policy, your claim will be handed across to our claims management team and an excess may be applied at this point. Please see the General Conditions for full details.

Please call: **+44(0)808 169 8084**

Or email the following address and state Commercial Enquiry in the subject line:

HSBCyberIncident@cyberscout.com

Complaints

If the complaint is in relation to **Your** cover under this Section contact the person who arranged this insurance for **You** or contact HSB Engineering Insurance Limited at:

The Customer Experience Manager

HSB Engineering Insurance Limited

Chancery Place

50 Brown Street

Manchester M2 2JT

Telephone: +44 (0) 330 100 3433 (Calls to this number are charged at the same standard landline rate as calls to 01 or 02 numbers.)

Email: complaints@hsbeil.com

Our aim is to resolve complaints as soon as possible. If **We** are able to resolve the complaint within three days **We** will send **You** a summary resolution communication (SRC) to confirm the complaint has been resolved.

If the complaint takes longer than three days to resolve **We** will:

− confirm this within five business days;

− pass it to **Our** complaints team to be reviewed; and

− do **Our** best to deal with **Your** complaint within four weeks. If **We** cannot, **We** will write to **You** and let **You** know when **We** will

be able to give **You** a final response.

If **We** cannot deal with **Your** complaint within eight weeks, or **You** are not happy with **Our** final response, **You** may be able to complain to the Financial Ombudsman Service (FOS). The FOS is an independent organisation which may be able to review **Your** complaint for **You**.

Definitions

These definitions apply in addition to those shown in the General Definitions section of this **Policy**. If a word or term is also defined in the General Definitions part of this **Policy**, the definition below replaces the General **Policy** Definition for the purposes of this section.

Act of Terrorism

An act committed by, or threat made by, any person or group (whether acting alone or in connection with any organisation or government) for political, religious, ideological or similar purposes, including to influence any government or frighten the public.

Business Income

This means:

a) the amount of net income (profit or loss before taxes) which **You** would have earned after the time **Excess** if the **Cyber Event** had not happened;
b) normal operating expenses that continue, including ordinary payroll.

Computer System

Any electronic device that connects to the internet or to other electronic devices and any associated **Data**, software, programs, websites, intranet or extranet sites and computer networks, but not including equipment held as stock or which **You** have manufactured and is intended for sale or repair in the of **Your Business**.

Computer Virus

Any malware, program code or programming instruction designed to have a damaging effect on a **Computer System**.

Contaminant

An impurity resulting from the mixture or contact of a substance with a foreign substance, including but not limited to mould, mildew, fungus, spores, diseases, viruses or microorganism of any type, nature, or description.

Cyber Action

The use of a **Technology System** by, or on behalf of, a **State** to disrupt, deny, degrade, manipulate or destroy information in a **Technology System** to hinder, defend against civil war, insurrection, rebellion, or revolution within that **State**.

Cyber Event

This means:

a) loss, corruption, accidental or malicious deletion of or change to, unauthorised access to, or theft of **Data**;
b) **Damage** to websites, intranet or extranet sites;
c) **Damage** or disruption caused by **Computer Virus, Hacking** or **Denial of Service Attack**; or
d) failure of or variation in the supply of electricity or telecommunications networks owned and operated by **You**;

affecting **Your Computer System**, the **Computer System** of a **Service Provider** or customer of **Yours**.

Cyber Operation

The use of a **Technology System** by, or on behalf of, a **State** to disrupt, deny, degrade, manipulate or destroy information in a **Technology System** of, or in, another **State**.

Damage

Total or partial loss, **Damage**, destruction, breakdown or corruption.

Damages

This means:

a) financial compensation **You** have to pay, except for fines, penalties, liquidated damages (contractual penalties), punitive or exemplary damages (extra damages to punish **You**) or aggravated damages (more severe damages to reflect the seriousness of an offence); or
b) third parties' costs and expenses **You** have to pay as a result of a claim being brought against **You**.

Data

Facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by **Computer System**, but not including software and programs.

Data Privacy Obligations

Legal obligations relating to securing, managing and preventing unauthorised access or use of **Data**, and arising under:

a) relevant data-protection regulations anywhere in the world associated with the confidentiality of, access to, control of and use of **Personal Data** which are in force at the time **You** discover **You** have failed to keep to **Your Data Privacy Obligations**;
b) guidance from the Information Commissioner's Office or similar organisations worldwide;
c) the Payment Card Industry Data Security Standard or other contractual obligations relating to handling credit-card and debit-card information;
d) privacy statements and confidentiality agreements.

Defence Costs

Cost and expense **We** agree to in writing for investigating, settling or defending a claim against **You**.

Denial of Service Attack

Malicious and unauthorised attack which overloads any **Computer System**.

Directors and Officers

Directors, officers, principals, partners or members while they are employed by **You** and under **Your** control in connection with the **Business**.

Hacking

Unauthorised or malicious access to any **Computer System** by electronic means.

Indemnity Period

The period during which **You** suffer a loss of **Business Income** or have to pay extra costs, starting on the date of the cyber event and ending no later than twelve months from the date of that event.

Personal Data

Information which could identify a person or allow identity theft or other fraud to take place.

Pollutant

Any solid, liquid, gaseous, biological, radiological, or thermal irritant or **Contaminant**, including smoke, vapour, soot, fumes, acid, alkalis, chemicals, vaccines and waste (including materials to be recycled, reconditioned, reclaimed, or disposed of, as well as, nuclear materials).

Service Provider

A business that **You** hire under a written contract to perform services on **Your** behalf in connection with **Your Business**.

State

Sovereign state.

Sum Insured

The amount shown in the schedule under the Cyber Section.

Technology System

Any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility.

Time Excess

We will not pay any loss of **Business Income** for the first six hours after the discovery of any event.

War

This means:

a) the use of physical force by a **State** against another **State** or as part of a civil war, rebellion, revolution or insurrection; and/ or
b) military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to **Property** by or under the order of any government or public or local authority;

whether war be declared or not.

Cover

For the purposes of 1. Cyber Liability, references to **You** also mean any of **Your Employees** or **Directors and Officers**.

1. Cyber Liability

We will pay **Damages** and **Defence costs** arising from a claim first made against **You** during the **Period of Insurance** and in the course of **Your Business** as a result of:

a) **You** or **Your Service Provider** failing to secure, or prevent unauthorised access to, publication of or use of **Data** (including any interference with any right to privacy or publicity, breach of confidence or **Your Data Privacy Obligations**)

If **You** have failed to meet **Your Data Privacy Obligations We** will also pay fines and penalties if insurable under applicable law;

b) **You** unintentionally transmitting, or failing to prevent or restrict the transmission of, a **Computer Virus, Hacking** attack or **Denial of Service Attack** from **Your Computer System** to a third party; or
c) loss of reputation (including that of a product) or intellectual property rights being infringed (broken, limited or undermined) as a result of:
   i) the content of any emails distributed by **Your Computer system**;
   ii) the content of **Your** website;
   iii) online promotional marketing material; or
   iv) other **Data** processed or distributed by **Your Computer system**.

2. Data-Breach Expense

If during the **Period of Insurance You** first discover that **You** have failed to keep to **Your Data Privacy Obligations** in the course of **Your Business**, **We** will pay the following.

a) The cost of hiring professional legal and forensic information-technology services to investigate and tell **You** how **You** should respond.
b) The cost of informing affected parties, the data privacy regulator and other relevant third parties or organisations worldwide.
c) The cost of providing the following support services to affected parties as the result of **You** failing to keep to **Your Data Privacy Obligations**.
   i) Credit file monitoring, identity theft assistance and helping the affected parties to correct their credit records and take back control of their personal identity.
   ii) Providing a helpline to respond to enquiries after informing affected parties.

   These services will only be provided for 12 months, and only if:

   iii) the **Data Privacy Obligations You** have failed to keep to relate to **Personal Data**; or
   iv) **You** must provide the relevant service under **Your Data Privacy Obligations**.
d) Public-relations and crisis-management expenses, if **We** have given **Our** written permission, for communicating with the media, **Your** customers and the public to minimise damage to brands and business operations, and any damage to **Your** reputation.

Cover 2. Data-Breach Expense does not include the cost of restoring and recreating **Data**.

3. Computer System Damage, Data, Extra Cost and Business Income

We will pay for the following arising as a result of a **Cyber Event You** first discover during the **Period of Insurance**:

a) the cost of investigating, reconfiguring and rectifying any **Damage** to **Your Computer System** or the **Computer System** of a **Service Provider**, and restoring and recreating **Data** not including the value of **Data** to **You**, even if the **Data** cannot be restored or recreated; and
b) extra cost to prevent or reduce the disruption to the functions carried out by **Your Computer System** during the **Indemnity Period**; and
c) **Your** loss of **Business Income** during the **Indemnity Period**.

The amount of loss of **Business Income We** pay will be based on **Your Business Income** during the 12 months before the **Cyber Event,** as recorded in **Your** accounts. **We** will make adjustments to reflect trends and circumstances which may affect the **Business Income**, or which would have affected the **Business Income** whether or not the **Cyber Event** had happened.

Cover 3. **Computer System Damage, Data,** Extra Cost and **Business Income**, does not include the cost of any forensic or legal investigation to find out the identities of affected parties or how and why **Your Data Privacy Obligations** have not been met or to tell **You** how **You** should respond.

This does not include the value of **Data** to **You**, even if the **Data** cannot be restored or recreated.

4. Cyber crime

We will pay for the following which **You** first discover during the **Period of Insurance**:

a) **Your** financial loss:
   i) following **Hacking** that results in fraudulent input, destruction or modification of **Data** in **Your Computer System**, or the **Computer System** of **Your Service Provider**, leading to:
      - money being taken from any account;
      - goods, services, property or financial benefit being transferred; or
      - any credit arrangement being made;

      but excluding **Hacking** by **Directors and Officers** or **Employees**.

   ii) resulting from **You** transferring funds from **Your** account to that of a third party as a direct result of a fraudulent electronic communication;

   This cover is conditional on **You** not having received any benefit in return, and **You** cannot recover the loss from a financial institution or other third party.

   We will also pay the cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently.

b) **Your** liability to make any payment to **Your** telephone service provider as the result of **Hacking** into **Your Computer System**.

c) The cost of employing specialist support to verify that a threat is genuine and to help **You** to respond, and with **Our** written agreement pay a ransom demand, if anyone has or threatens to:
   i) cause **Damage** to or disrupt **Your Computer System** by introducing a **Computer Virus**, or to initiate a **Hacking** attack or **Denial of Service Attack** against **You**;
   ii) release, publish, corrupt, delete or alter **Data** from **Your Computer System** if this would cause **You** commercial or financial harm or **Damage Your** reputation; or
   iii) fraudulently or maliciously use **Your Computer System** to cause a loss to **You** or a third party;

   as long as **You** can demonstrate that **You** have good reason to believe that the threat is not a hoax, and **You** have reported it to the police.

Basis of Settlement

The most **We** will pay for all claims **We** accept under this Section in total for the **Period of Insurance** is the **Sum Insured** plus any Extensions shown below, regardless of the number of claims or claimants.

1. Defence Costs

Any **Defence Costs We** pay will be within, and not in addition to, the **Sum Insured**.

2. Paying out the Sum Insured

For any and all claims arising for the **Period of Insurance We** may pay the full **Sum Insured** that applies.

When **We** have paid the full **Sum Insured**, **We** will not pay any further amounts for any claims or for associated **Defence Costs** arising after **We** pay the full **Sum Insured**.

3. Cyber Crime

For any and all claims arising under Cover 4. Cyber Crime **We** will pay up to the **Sum Insured** shown in the **Schedule** or up to £100,000, whichever is lower.

Extensions

We will provide the extensions below. For each extension **We** will not pay more than £25,000 in total for the **Period of Insurance**.

1. Accountants' fees

We will pay the cost of **You** providing the information **We** need to work out the amount **We** should pay as a result of:

a) extra staffing costs; and
b) extra fees charged by **Your** usual auditors or accountants.

2. Avoiding corruption

If **We** have agreed in writing:

a) **We** will pay the cost of locating and removing a **Computer Virus** from **Your Computer System** which has not necessarily caused any **Damage** or disruption; and
b) where a **Computer Virus** or **Hacking** attack has affected **Your Computer System** during the **Period of Insurance**, **We** will pay the cost of hiring professional consultants to make recommendations on how to prevent **Your Computer System** from being infected by **Computer Virus** or to prevent **Hacking**.

3. Investigation cost

If **We** accept a claim for **Damage** or other loss, and **We** agree in writing, **We** will pay the cost of investigating possible repair, replacement or restoration.

4. Loss-prevention measures

We will pay the cost of preventing or minimising actual or expected **Damage** or other loss covered by this Section, as long as:

a) **Damage** or other loss would be expected if the measures were not taken;
b) **We** are satisfied that the **Damage** or other loss has been prevented or minimised by these measures; and

c) the cost is limited to the cost of **Damage** or other loss which would have been caused.

The full terms and conditions of this Section apply as if **Damage** or other loss covered by this Section had arisen.

5. **Security audit**

If the failure to keep to **Data Privacy Obligations** insured by this Section resulted from security weaknesses in **Your Computer System**, **We** will pay the cost of a professional consultant carrying out an audit of **Your Computer System** to assess the security weaknesses and advise **You** on how to make improvements.

6. **Temporary and fast-tracked repair**
7. If **We** accept a claim for **Damage** or other loss, **We** will pay the cost of making temporary repairs and fast-tracking a permanent repair, replacement or restoration.Fines and penalties

Following a claim against **You**, we will pay fines, penalties, liquidated damages (agreed damages or penalties **You** have to pay under a contract) and **Defence Costs** which **You** become legally obliged to pay as the result of **You** not keeping to your data privacy obligations, except for fines and penalties which you cannot insure against by law.

Conditions

You must keep to the following conditions whenever **You** need to make a claim under this Section. If **You** do not meet these conditions, and this reduces **Our** legal or financial rights under this Section, **We** may refuse to pay part or all of **Your** claim.

1. **Reporting a Claim**

It is a condition precedent of this Section that as soon as **You** know about any incident or circumstance that may result in a claim that **You** tell the person who arranged the **Policy** (or **Us**), providing full details, as soon after the incident or circumstance as possible.

As soon as **You** know about any incident or circumstance that may result in a claim **You** must also:

take all reasonable steps and precautions to prevent further **Damage**, loss of **Business Income** or other loss;

a) immediately tell the police about any loss or **Damage** relating to crime and get a crime reference number;
b) keep any **Damaged Computer System**, other property covered by this Section and other evidence and allow **Us** to inspect it; and
c) give **Us** details of any other insurances **You** may have which may cover **Damage**, loss of **Business Income**, damages, **Defence Costs** or other loss insured by this Section .

In addition, for any incident or circumstance that may result in a claim **You** must:

d) immediately send **Us** every letter, writ, summons or other document **You** receive in connection with the claim or circumstance, and record all information relating to a claim against **You** that is covered under Part 1. Cyber Liability;

e) co-operate with **Us** fully and provide all the information **We** need to investigate **Your** claim or circumstance;
f) tell **Us** if **You** recover money from a third party (**You** may need to give the money to **Us**); and
g) not admit responsibility or liability, or agree to pay any money or provide any services on **Our** behalf, without **Our** written permission.

2. Protecting Data

You must make sure that the appropriate procedures are in place for disposing of and destroying **Computer System** and hard copy files in order to protect **Data**.

3. Controlling Defence

We can, but do not have to, take control of investigating, settling or defending any claim made against **You**. **We** would take this action in **Your** name. If necessary, **We** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **Your** solicitor, but only on a fee basis similar to that of **Our** own solicitor, and only for work done with **Our** permission in writing. **We** will only defend claims if **We** think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

4. Salvage and Recoveries

If **You** have made a claim and **You** later recover money from a third party, **You** must tell **Us** immediately. If **We** have paid the claim, **You** may have to give the money to **Us**.

If **We** have paid a claim and **We** then recover money from a third party, **We** will give **You** any proceeds above the amount **We** paid **You** in connection with the claim.

Any amount due from **You** or **Us** must be paid as soon as reasonably possible.

5. Reasonable care

You must:

- make sure that **Your Computer System** is maintained, inspected and tested as recommended by the manufacturer;
- keep a record of all maintenance and **Data** back-up procedures and maintenance carried out, and let **Us** check those records;
- take all reasonable steps and precautions to prevent or reduce **Damage** or other loss covered by this Section; and
- not continue to use any **Computer Systems** after **Damage**, unless **We** have given **Our** written permission.

If **You** do not keep to this condition **We** may:

- refuse to pay part or all of **Your** claim; and
- cancel **Your Policy** (see "**Our** Rights to Cancel **Your Policy**").

6. Defence Software

Your Computer System must be protected by a virus-protection software package which is:

- licensed to **You**;

- paid for and not freely available; and
- updated at least every 7 days.

Your Computer System must also be protected by a firewall on all external gateways to the internet, and that firewall must be maintained.

7. Data Backup

You must back up original **Data** at least every 7 days.

If a **Service Provider** processes or stores **Data** for **You**, **You** must make sure that the terms of the contract between **You** and the **Service Provider** allow **Data** to be backed up in line with this condition.

You must take precautions to make sure that all **Data** is stored safely.

If **You** have failed to keep to this condition, **We** may still pay a claim if **You** can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **Your** control.

8. Fraud and misrepresentation

If **We** find that **You** (or anyone acting for **You**) have not told **Us** about, or have misrepresented, any important fact, and that affected **Our** decision to provide cover or the terms of **Your Policy**, **We** may treat **Your Policy** as though it never existed. Or **We** may change the terms and conditions of **Your Policy** and not pay part or all of any claim. If **We** treat **Your Policy** as if it never existed, **We** can recover any amounts **We** have already paid under the **Policy**.

If **We** treat **Your Policy** as if it never existed because of fraud, **We** may keep any premium **You** have paid. **We** may also report the matter to the police and notify any other relevant organisations of the circumstances.

9. More Than One Insured

If more than one 'Insured' is named in the **Schedule**, the first named insured will receive all notices and agree any changes to the **Policy** and will be treated as acting for all the named insureds. **We** will not remove any named insured without their permission.

For any claim, the total amount **We** will pay will not be more than the **Sum Insured**, regardless of the number of people or organisations insured by the **Policy**.

10. Tax

Any claim **We** pay will not include VAT, unless **You** cannot recover part or all of the VAT **You** have paid.

Exclusions

We will not pay for any claim, cost or loss caused by or resulting from the following:

1. Associated companies or other insured parties

Any claim brought against **You** by:

- another person named as 'insured' in the **Schedule**;
- any of **Your** parent or subsidiary companies; or

- any company which **You** are a director, officer, partner or **Employee** of and have a financial interest in.

This exclusion does not apply to **Personal Data** relating to **Employees** or **Directors and Officers** as long as any benefit they receive is no more than any third party would receive.

2. Authority actions

Any cost, **Damages**, liability, loss or **Defence Costs** arising from or in connection with any action or prosecution against **You** by any statutory or local government agency, body or authority or professional or trade licensing organisation acting in its regulatory or official capacity.

3. Bodily Injury

Any cost, **Damages**, liability, loss or **Defence Costs** arising from or in connection with any actual or alleged personal injury suffered by any person including but not limited to bodily injury, psychological harm, emotional distress, anguish, trauma, illness, an ailment or death.

This exclusion shall not apply in respect of **Damages** and **Defence costs** for psychological harm, mental anguish or emotional distress arising from a claim under Section 1. Cyber liability.

4. Circumstances before **Your Policy** started
   a) Circumstances which existed before any cover provided by this Section started, and which **You** knew about.
   b) Claims or circumstances which **You** have already reported, or which **You** should have reported, to a previous insurer before the **Period of Insurance**.

5. Confiscation

Your Property being confiscated or damaged by, or under the order of, any government, public or police authority, other than:

   a) to protect life or prevent **Damage** to property; or
   b) as the result of a regulatory investigation after **You** have failed, or allegedly failed, to keep to **Your Data Privacy Obligations**.

6. Credit-card or debit-card fraud

Under 4. Cyber Crime, any financial loss resulting from actual or alleged fraudulent use of credit card or debit card.

7. Deficiency or improvements

The cost of correcting any failings in procedures, systems or security.

8. Deliberate defamation or disparagement

Defamatory or disparaging statements or publications made deliberately or recklessly if it could be anticipated by a reasonable person that the statements could result in a claim against **You**.

9. Employer liability

You failing to keep to any obligation **You** have to **Your Employees** or **Directors and Officers**, unless this is specifically insured by this Section after **Your Data Privacy Obligations** have not been met.

10. External network failure

Any cost, **Damages**, liability, loss or **Defence Costs** arising from or in connection with failure or interruption of any:

- gas or water supply
- electrical power supply network or telecommunication network

not owned and operated by **You**.

This exclusion shall not apply to any cost or loss caused by or resulting from physical **Damage**, if otherwise insured by **Your Policy**, to the gas or water supply, electrical power supply network, telecommunication network or other **Property**.

Telecommunication networks include satellite networks, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

11. Extortion or ransom

Any extortion, blackmail or ransom payments or demands, other than in connection with cover provided by 4. Cyber Crime.

12. Financial reporting

Any mistakes in financial statements or representations concerning **Your Business**.

13. Fines and penalties

Any fines, penalties, punitive or exemplary damages (extra damages to punish **You**) other than those specifically covered in extension 7 ‘Fines and penalties’

14. Fraudulent credit applications

Any financial loss resulting from a fraudulent application for credit or the provision of false details in applying for credit or opening an account with **You**.

15. Indirect loss

Penalties **You** have to pay under a contract for any delay or in connection with guarantees of performance or efficiency.

16. Legislation and regulations

You actually or allegedly breaking any taxation, restraint of trade, competition or anti-trust law or regulation.

17. Normal upkeep

The cost of normal **Computer System** maintenance.

18. Nuclear risks

- Ionising radiation from, or contamination by, radioactivity from any nuclear fuel or nuclear waste, or from burning nuclear fuel.

- The radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor or other nuclear equipment, or any nuclear part of them.
- Any weapon or device using atomic or nuclear fission, fusion or similar reaction, or radioactive force or material.
- The radioactive, toxic, explosive or other dangerous properties of any radioactive material.

19. Patent

Infringement of any patent without the patent holders permission.

20. Pollution and contamination

Any cost, **Damages**, liability, loss or **Defence Costs** arising from or in connection with:

- the presence of **Pollutants** or a **Contaminant**; or
- the actual discharge, dispersal, release or escape of **Pollutants** or a **Contaminant**, or
- any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize in any way respond to or assess the effects of **Pollutants** or a **Contaminant**.

21. Product liability or professional indemnity

Goods, products or software **You** have sold, supplied, manufactured, constructed, installed, maintained, repaired, altered or treated, or any inadequate or incorrect advice or services **You** have provided.

22. Property Damage

Any cost, damages, liability, loss or **Defence Costs** arising from or in connection with any physical **Damage** to any tangible **Property**, unless otherwise covered under 3. **Computer System Damage**, **Data**, Extra Cost and **Business Income**'.

23. Telecommunications systems

Atmospheric or environmental conditions causing temporary interference with any satellite signal.

24. Terrorism

- Any **Act of Terrorism**, regardless of any other cause or event contributing to the **Damage**, loss of **Business Income** or other loss.
- Civil commotion in Northern Ireland.
- Any action taken to control, prevent, suppress or in any way deal with any **Act of Terrorism**.

Computer Virus, **Hacking** or denial of service attack will not be regarded as an **Act of Terrorism**.

25. **Time Excess**

Loss of **Business** income arising during the **Time Excess**.

26. Trading risk

Your commercial decision to stop trading, or the decision of a **Service Provider**, customer or supplier of yours to stop or reduce trade with **You** or restrict services.

27. War

Any loss, **Damage**, liability, cost or expense of any kind, directly or indirectly occasioned by, happening through or in consequence of **War**, a **Cyber Operation** or a **Cyber Action**.

We shall have the burden of proving that this exclusion applies.

a) Attribution of a cyber operation to a **State**

(i) The primary but not exclusive factor in determining attribution of a **Cyber Operation** shall be whether the government of the **State** (including its intelligence and security services) in which the **Technology system** affected by the **Cyber Operation** is physically located attributes the cyber operation to another **State** or those acting on its behalf.

(ii) Pending attribution by the government of the **State** (including its intelligence and security services) in which the **Technology System** affected by the **Cyber Operation** is physically located, **We** may rely upon an inference which is objectively reasonable as to attribution of the cyber operation to another **State** or those acting on its behalf. It is agreed that during this period no loss, **Damage**, liability, cost or expense of any kind shall be paid.

(iii) In the event that the government of the **State** (including its intelligence and security services) in which the **Technology System** affected by the **Cyber Operation** is physically located either:

- takes an unreasonable length of time to, or
- does not, or
- declares it is unable to

attribute the **Cyber Operation** to another **State** or those acting on its behalf, it shall be for **Us** to prove attribution by reference to such other evidence as is available.

b) Attribution of a **Cyber Action**

i) The primary but not exclusive factor in determining attribution of a **Cyber Action** shall be statements by widely recognised international bodies (such as the United Nations) or alliances (such as the North Atlantic Treaty Organisation).

ii) Pending attribution by a widely recognised international body or alliance, **We** may rely upon an inference which is objectively reasonable as to attribution of the **Cyber Action** to a **State** or those acting on its behalf. It is agreed that during this period no loss, **Damage**, liability, cost or expense of any kind shall be paid.

iii) In the event that the widely recognised international body or alliances:

- takes an unreasonable length of time to, or
- does not, or
- declares it is unable to

attribute the **Cyber Action** to a **State** or those acting on its behalf, it shall be for **Us** to prove attribution by reference to such other evidence as is available, such as consensus opinion within relevant expert communities, such as the cyber security industry.

28. **Your** insolvency or bankruptcy

Your insolvency or bankruptcy.

Section 17 – Equipment Breakdown

This Section is provided by HSB Engineering Insurance Limited. HSB Engineering Insurance Limited are the controller of any personal information (for example, names, addresses, telephone numbers, job titles or dates of birth) **You** provide to **Us**, or which is processed in connection with **Your Policy**. **We** collect and process information about **You** that **We** consider to be necessary in order to make decisions about the cover **We** provide to **You**, any claims **You** make, or to detect and prevent fraud. **We** also may record incoming and outgoing telephone calls with **You** for training, monitoring and quality control purposes.

We may share your information with, and obtain information about **You** from, companies within the Munich Re Group, other insurers, brokers, loss adjusters, credit reference agencies, fraud prevention agencies or other third parties who provide services on **Our** behalf. For further details on how **Your** information is used and **Your** rights in relation to **Your** information, please see our Privacy statement at https://www.munichre.com/hsbeil/en/legal/privacy-statement.html

Complaints

If the complaint is in relation to **Your** cover under this Section contact the person who arranged this insurance for **You** or contact HSB Engineering Insurance Limited at:

The Customer Experience Manager

HSB Engineering Insurance Limited

Chancery Place

50 Brown Street

Manchester M2 2JT

Telephone: +44 (0) 330 100 3433 (Calls to this number are charged at the same standard landline rate as calls to 01 or 02 numbers.)

Email: complaints@hsbeil.com

Our aim is to resolve complaints as soon as possible. If **We** are able to resolve the complaint within three days **We** will send **You** a summary resolution communication (SRC) to confirm the complaint has been resolved.

If the complaint takes longer than three days to resolve **We** will:

− confirm this within five business days;

− pass it to **Our** complaints team to be reviewed; and

− do **Our** best to deal with **Your** complaint within four weeks. If **We** cannot, **We** will write to **You** and let **You** know when **We** will

be able to give **You** a final response.

If **We** cannot deal with **Your** complaint within eight weeks, or **You** are not happy with **Our** final response, **You** may be able to complain to the Financial Ombudsman Service (FOS). The FOS is an independent organisation which may be able to review **Your** complaint for **You**.

Definitions

These definitions apply in addition to those shown in the General Definitions section of this **Policy**. If a word or term is also defined in the General Definitions part of this **Policy**, the definition below replaces the General **Policy** Definition for the purposes of this section.

Accident(s)

a) electrical or mechanical **Breakdown** including rupture or bursting caused by centrifugal force;

b) artificially generated electrical current including electric arcing that damages electrical devices appliances or wires;

c) **Explosion** or **Collapse** of **Covered equipment** operating under steam or other fluid pressure;

d) loss or **Damage** to hot water boilers other water heating equipment oil or water storage tanks or other **Covered Equipment** operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment;

e) Error or omission of the operator during ordinary operation of **Your Covered Equipment** causing it to suddenly stop, and which requires repair or replacement before it can resume normal function;

All **Accidents** that are the result of the same event will be considered one **Accident.**

Biomass and Biogas Installations

any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors.

Breakdown

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

b) fracturing of any part of the **Covered Equipment** by frost when such fracture renders the **Covered Equipment** inoperative;

c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary;

d) **Electronic Derangement.**

Collapse

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

Computer Equipment

a) electronic, computer or other data processing and/or storage equipment

b) projectors, printers, scanners and other peripheral devices used in conjunction with a)

c) software and programs licensed to the insured and installed on a)

d) **Portable Computer Equipment.**

Covered Equipment

Equipment owned by **You,** or for which **You** are responsible for at the **Premises**:

a) which is built to operate under vacuum or pressure (other than the weight of its contents); or
b) that generates, transmits, stores or converts energy; or
c) comprising **Computer equipment**.

Excluding

i) any supporting structure, foundation, masonry, brickwork or cabinet;
ii) any insulating or refractory material;
iii) any vehicle, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery cranage or equipment which is included but not the actual vehicle);
iv) self-propelled plant and equipment (other than fork lift trucks and pallet trucks used by **You** at the **Premises**) dragline excavation or construction equipment;
v) equipment manufactured by **You** for sale;
vi) safety or protective devices due to their functioning;
vii) tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal;
viii) any electronic equipment (other than **Computer Equipment**) used for research, diagnostic treatmen,t experimental or other medical or scientific purposes with a new replacement value in excess of £30,000;
ix) any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw;
x) any kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and **Computer Equipment** whilst in a private dwelling or private dwelling quarters (unless such equipment is the **Property** of the Insured or for which they are responsible);
xi) any **Biomass** or **Biogas Installation;**
xii) any **Hydroelectric Installation;**

Cyber Event

a) a failure of electronic equipment to correctly recognise, process or store any data;

b) a hostile, malicious, illegal or transgressive act committed through electronic systems or, including but not limited to:

i) a virus (a program, code, programming instruction or any set of instructions intended to damage, interfere with or have a negative effect on computer programs, data or operations);
ii) hacking (unauthorised access to any computer or other electronic equipment);
iii) a denial of service attack (any actions or instructions intended to damage, interfere with or affect the availability or performance of networks, network services, network connectivity or telecommunication systems).

Electronic Derangement

malfunction of the **Computer Equipment** or electronic circuitry controlling or operating the **Covered Equipment** that is not accompanied by visible damage and requires replacement of one or more insured components of the **Covered Equipment** in order to restore it to its normal operation.

Electronic Derangement does not include:

a) the rebooting, reloading or updating of software or firmware;

b) the incompatibility of **Covered Equipment** with any software or equipment installed, introduced or networked within the previous 30 days;

c) the **Covered Equipment** being of insufficient size, specification or capacity;

d) malfunction resulting from causes excluded under Exclusion 2 – **Cyber Event**.

Explosion

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

Hazardous Substance

Any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.

Hydroelectric Installations

any equipment, machinery, dam and weir used in connection with running a hydroelectric-power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment. **Hydroelectric Installations** also include any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings), and security equipment.

Media

All forms of electronic magnetic and optical tapes and discs for use in any **Computer Equipment.**

Perishable Goods

Any perishable good which it is normal practice to place into a refrigeration unit for purposes of preservation.

Portable Computer Equipment

a) laptops, palmtops and notebooks;

b) personal digital assistants (PDAs);

c) projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other **Portable Computer Equipment;**

d) removable satellite navigation systems;

e) digital cameras;

f) smartphones;

Service Provider

a business that **You** hire under a written contract to perform services on its behalf in connection with **Your Business.**

Transit

the loading, unloading and movement of Covered Equipment (owned by You or for which You are responsible) other than by air or sea unless the sea transit is by roll-on/roll-off ferry.

Cover

Subject to all of the provisions stated herein and in the **Policy** of which this Section is intended to be part **We** agree to provide insurance for direct physical loss or damage and any specified consequential loss from an **Accident** to **Covered Equipment** at the premises specified in the **Schedule** subject to a maximum limit of liability of £1,000,000 for any one **Accident**.

This cover will apply only where the Property Damage Section of the **Policy** is shown as effective under the **Schedule** for the current **Period of Insurance.**

Extensions

The following Extensions of cover apply to loss or **Damage** caused by or resulting from an **Accident** to **Covered equipment**

1. **Away from premises**

We shall provide insurance for direct physical loss or damage and any specified consequential loss from an **Accident** to **Covered Equipment**

a) during **Transit** anywhere in the United Kingdom, the Channel Islands, the Isle of Man
b) whilst temporarily removed from the premises specified in the **Schedule** to anywhere within the United Kingdom, the Channel Islands, the Isle of Man
   i) as long as the **Covered Equipment** remains under **Your** control, or
   ii) if it is removed for the purpose of repair, replacement, restoration, service or modification
c) for **Portable Computer Equipment** at any location or in **Transit** anywhere in the world.

2. **Hazardous substances**

We will be liable for the additional cost to repair or replace **Covered equipment** because of contamination by a **Hazardous substance** including any additional expenses incurred to clean up or dispose of such **Property**

3. Reinstatement of Data and Computer Increased Costs of Working

A) Unless otherwise excluded, **We** will be liable for costs incurred in reinstating data lost or damaged in consequence of an **Accident** to **Covered equipment**

Provided that

a) liability is limited solely to the cost of reinstating data onto **Media**
b) **We** will not be liable for loss of or **Damage** to software

B) In addition **We** will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to the computer operations of the Insured

4. Business Interruption

Provided that the Business Interruption section of this **Policy** is operative **We** will be liable for financial loss caused by or resulting from an **Accident** to **Covered Equipment**

We will not be liable under this extension for any loss resulting from Extension 8 - Damage to Own Surrounding Property

5. Public Authorities

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

a) **Your** actual expenditures for the cost to demolish and clear the site of undamaged parts
b) **Your** actual expenditures for increased costs to repair rebuild or construct the building. If the building is repaired or rebuilt it must be intended for similar use or occupancy as the current building unless otherwise required by zoning or land use ordinance or law

We will not be liable for:

i) any fine
ii) any liability to a third party
iii) any increase in loss due to a **Hazardous substance** (other than as specifically insured under Extension of Cover 1)

iv) increased construction costs until the building is actually repaired or replaced

This extension is within and does not increase the limit of liability shown in the **Schedule**

6. Expediting Expenses

With respect to damaged **Covered equipment We** will be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement

7. Hire of Substitute Item

If **Covered equipment** is damaged as a result of an **Accident We** will be liable for the cost of hire charges actually incurred by the Insured during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged

8. Storage Tanks and Loss of Contents

The insurance under this Section extends to include **Damage** caused by an **Accident** to oil storage tanks or water tanks including connected pipework belonging to the Insured or for which the Insured is responsible at the **Premises**

In addition this extension covers loss of the contents of oil storage tanks caused by

a) escape of contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an **Accident**
b) contamination - contamination of the contents of oil storage tanks caused by or resulting from an **Accident**

including cleaning costs incurred as a result of such loss

9. **Damage** to Own Surrounding **Property**

We will pay for **Damage** to **Property** at the **Premises** belonging to **You** or in **Your** custody and control and for which **You** are responsible directly resulting from the **Explosion** or **Collapse** of any **Covered equipment** operating under steam pressure

10. Additional Access Costs

Provided that the **Business** Interruption section of this **Policy** is operative **We** will be liable under this extension for any necessary additional costs incurred in order to gain access to repair or replace the **Covered equipment** following an **Accident**

11. Debris Removal

The Insurer shall be liable under this extension for costs incurred in the removal of debris and protection of **Covered equipment** following an **Accident**

12. Repair Costs Investigation

With their prior written agreement **We** will pay costs relating to repair investigations and tests by consulting engineers for **Damage** to **Covered equipment** following an **Accident**.

We will not be liable under this extension for fees incurred in preparing a claim under this Section.

13. Energy Efficiency Improvements

With **Our** prior written agreement **We** will pay the additional cost to replace the damaged **Covered Equipment** following an **Accident** with similar equipment that is better for the environment, safer and more efficient than the **Covered Equipment** being replaced

Our liability shall not exceed 25% of the new replacement cost of the damaged **Covered Equipment**

14. Perishable Goods

We will cover **You** for damage to **Perishable Goods** owned by **You** or for which **You** are responsible in any refrigeration unit owned by **You** due to change in temperature caused by an **Accident** to **Covered Equipment.**

We will not cover damage caused

a) by the deliberate act of any electricity undertaking in terminating disconnecting restricting or withholding the supply of electricity
b) by neglect or misuse
c) by wear, tear, deterioration of the cabinet or other gradually operating cause, or
d) as a result of incorrect setting of thermostats or automatic controlling devices

We will not be liable for 20% of any loss where the refrigeration unit is over 10 years old.

Basis of Claims Settlement

As described in the Property Damage and Business Interruption sections of this **Policy**

Conditions

You must keep to the following conditions whenever **You** need to make a claim under this Section. If **You** do not meet these conditions, and this reduces **Our** legal or financial rights under this Section, **We** may refuse to pay part or all of **Your** claim.

1. Precautions

You must exercise due diligence in:

a) complying with any statute or order

b) ensuring that **Covered Equipment** is properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or damage

c) keep records of all maintenance procedures and maintenance carried out, and make them available to **Us** when **We** ask for them

d) not continue to use **Covered Equipment** after damage, unless **We** have given **Our** written permission.

2. Back-Up Records

You must back up original data at least every 7 days

If a **Service Provider** processes or stores data for **You**, **You** must make sure that the terms of the contract with the **Service Provider** allows for data to be backed up in line with this condition

You must take precautions to make sure that all data is stored safely

If **You** fail to keep to this condition, **You** may still pay a claim if **You** can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **Your** control.

Exclusions

The following exclusions are in addition to those in the **Policy** to which this Section is attached.

1. **We** will not be liable for loss or **Damage** caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation **Breakdown** test of any type of electrical equipment.

2. **We** will not be liable for loss or **Damage** of any kind caused by a **Cyber Event.**

3. **We** will not be liable for loss or **Damage** to data or **Media** of any kind caused by:

a) programming error or programming limitation;
b) loss of data (other than as specifically provided for under Extension of Cover 3A Reinstatement of Data);
c) loss of access;
d) loss of use;
e) loss of functionality;

4. **We** will not be liable for loss or **Damage** caused by:

a) depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions;
b) any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance.

But if loss or **Damage** from an **Accident** results the Insurer will be liable for that resulting loss or **Damage**

5. **We** will not be liable for loss or **Damage** recoverable under any maintenance agreement or any warranty or guarantee

6. **We** will not be liable to pay for any claim, cost or loss caused by or resulting from **Your** commercial decision to stop trading, or the decision of a **Service Provider** to stop or reduce trade with **You** or restrict services.

One Fleet Place
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