

SPECIALIST COMMERCIAL INSURANCE FOR  
**The Security Sector**

in association with

**Cliverton**  
right for your insurance



# Introduction

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

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

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

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

## Contents

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

**Contact details for claims and help**

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# Introduction

## Contact details for claims and help

### Services

As an Aviva customer, you can access additional services to help you keep your business running smoothly.

### Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles.

For our joint protection telephone calls may be recorded and/or monitored

### Claims Service

**0800 015 1498**

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

### Legal and Tax Helpline

**0345 300 1899**

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

### Risk Solutions Helpline

**0345 366 6666**

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

### Counselling Service Helpline

**0117 934 0105**

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

### Website

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

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

- Legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters

- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

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

## Complaints Procedure

### Our Promise of Service

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

### What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

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

### What to do if you are unhappy

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

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:  
0800 023 4567 (free from landlines) or  
0300 123 9123

Or simply log on to their website at **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**.

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

# Introduction

## Important Information

### Choice of Law

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

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

### Financial Services Compensation Scheme

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

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

### Use of Language

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

### Customers with Disabilities

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

# Introduction

## The Contract of Insurance

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

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

### Important

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

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms.

If You are not sure whether a circumstance is material ask Your insurance adviser.

If You fail to tell Us it could affect the extent of cover provided under the policy.

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

## Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

### Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



# Recognising You

## **Nobody recognises you like Aviva**

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

## **Risk Management**

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

### **Online Knowledge Store**

Contains over 200 useful risk management fact sheets and templates.

You can access the Knowledge Store by visiting <http://www.aviva.co.uk/yourbusiness/risk-management/>

### **Specialist Partner Scheme**

We have secured discounts from carefully vetted risk management providers, to help you protect your business.

# Policy Definitions

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

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

## Computer and Electronic Equipment

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

## Data

All information which is

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

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

## Data Storage Materials

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

## Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances

- (7) storm or flood
- (8) escape of water from any tank, apparatus or pipe
- (9) falling trees
- (10) impact
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

## Denial of Service Attack

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

## Employee

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self-employed
- (6) under a work experience or training scheme
- (7) a voluntary helper
- (8) a prospective employee who is undergoing practical work experience whilst being assessed by You as to his or her suitability for employment
- (9) a trustee

while working under Your control in connection with The Business

- (10) an outworker or homeworker when engaged in work on Your behalf.

# Policy Definitions

## Excess/Excesses

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

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

You will repay any such amount paid by Us.

## Failure

Any partial or complete reduction in the

- (1) performance, or
- (2) availability, or
- (3) functionality, or
- (4) ability to recognise or process any date or time

of any

- (a) Computer and Electronic Equipment
- (b) electronic means of communication
- (c) website.

## Loss of Data

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

## Money

Current

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

## Period of Insurance

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

## The Business

Activities directly connected with the business specified in The Schedule.

## The Premises

The premises specified in The Schedule.

## The Schedule

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

## Unattended Vehicle

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

## Unoccupied

Any building or portion of a building that is

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

for a period in excess of 45 consecutive days.

## Virus or Similar Mechanism

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

## We/Us/Our/Aviva

Aviva Insurance Limited.

## You/Your/The Policyholder

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

# Asset Protection Property Damage – All Risks

## Definitions

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

### Damage

Physical loss, destruction or damage.

### Property Insured

Property insured as detailed in The Schedule.

## Cover

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

### Basis of Claim Settlement – Indemnity

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

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

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

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

- (1) the Sum Insured on each item, or
- (2) the Total Sum Insured, or
- (3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.

## Conditions

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

### (1) Average

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

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

### (2) Fire Extinguishing Appliances

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

### (3) Our Rights

If Damage occurs which may lead to a claim We may

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

without incurring liability or reducing Our rights.

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

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

You are not entitled to abandon property to Us.

### (4) Change of Occupancy

You must tell Us immediately if

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

### (5) Construction Heating and Occupation of the Buildings

Unless otherwise stated in The Schedule the buildings are

- (a) constructed of brick, stone, or concrete
- (b) roofed with slates, tiles, concrete, metal or asbestos
- (c) heated by
  - (i) low pressure hot water or steam
  - (ii) oil fired space heaters fed from a fuel tank in the open
  - (iii) overhead gas or electrical appliances
  - (iv) gas or electric fires in offices only

or as expressly varied in accordance with details provided to Us

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

### (6) Interested Parties - Specified

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

## Asset Protection Property Damage – All Risks

### (7) Unoccupied Premises

If in relation to any claim for Damage while The Premises are Unoccupied, You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (a) carry out internal and external inspections of the buildings at least every 7 days, maintaining a weekly log of such inspections and, as soon as possible, repair, or arrange to repair, any damage or defects found including the removal of graffiti
- (b) remove all waste, unfixed combustible materials and gas bottles, either within or outside the buildings, from The Premises
- (c) securely lock and close all external doors, and windows, and secure and seal all letter boxes and openings
- (d) wherever possible, turn off all sources of power, fuel and water at the mains, chain and padlock the isolation valves, drain all water and fuel supply tanks, apparatus and pipes  
However, where the buildings are protected by an Intruder Alarm, CCTV or Fire Detection System or sprinkler installation, You must provide sufficient power, heat or water supplies for their effective operation.
- (e) tell Us immediately if any unoccupied building(s) at The Premises are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.

### (8) Electrical Installations

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

You must

- (a) have the electrical installation inspected and tested by a qualified electrical engineer at least once every 5 years and have all faults corrected as soon as practicable and maintain a written record of the inspection  
If the installation has not been inspected within the last 5 years, this must be carried out within 90 days of the inception date of this policy.
- (b) ensure all portable electrical appliances are clearly identifiable and checked by a competent electrician at least every 12 months, inspected visually regularly on a regular basis and take action to rectify defects and a record of all safety inspections is kept.

### (9) Premises Inspection

If in relation to any claim for Damage to the Property Insured by fire You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (a) examine all buildings for which You are responsible and any designated smoking area within The Premises for any smoking/smouldering materials at least once every 24 hours or at each close of any working day if sooner
- (b) extinguish any smoking/smouldering materials found and place them in non-combustible receptacles and remove the contents at the end of the working day or at least once every 24 hours and dispose of safely.

### (10) Portable Heaters

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

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

### (11) Stock Storage Basements and Ground Floors

If in relation to any claim for Damage to the Property Insured caused by storm, flood or escape of water, You have failed to ensure that all stock stored in the basement(s) and/or on the ground floors of The Premises is stored at least 75 mm above the floor, We will not pay that claim.

### (12) Felted Roofs Inspection

If in relation to any claim for Damage caused by storm You have failed to fulfil the following condition, We will not pay that claim.

You must ensure that all felted roof areas at The Premises are inspected annually by a competent roofing contractor and any necessary remedial work carried out.

# Asset Protection Property Damage – All Risks

## Exceptions

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

We will not indemnify You in respect of

- (1) Damage to the Property Insured caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty or defective
    - (i) design
    - (ii) materials used in its construction
  - (e)
    - (i) faulty or defective workmanship
    - (ii) operating error or omissionby You or any of Your Employees
  - (f) caused by or consisting of the bursting of a boiler, economiser, vessel, machine or apparatus, not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control.

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

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

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

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause
  - (ii) any subsequent Damage which results from a cause not otherwise excluded.
- (3) Damage to the Property Insured caused by pollution or contamination.  
However, We will indemnify You in respect of Damage to the Property Insured not otherwise excluded caused by
  - (a) pollution or contamination which results from Defined Contingencies (1) to (12)
  - (b) Defined Contingencies (1) to (12) which results from pollution or contamination.
- (4) Damage to the Property Insured caused by
  - (a) subsidence, ground heave or landslide unless
    - (i) resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe, or
    - (ii) specifically mentioned as insured in The Schedule
  - (b) normal settlement of new structures
  - (c) acts of fraud or dishonesty
  - (d)
    - (i) disappearance
    - (ii) unexplained or inventory shortage
    - (iii) misfiling, misplacing of information or clerical error
  - (e) theft or attempted theft.
- (5) Damage to any building or structure caused by its own cracking or collapse.  
However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (6) Damage to
  - (a) gates
  - (b) fences
  - (c) moveable property in the openby
  - (i) wind
  - (ii) rain, hail, sleet or snow

## Asset Protection Property Damage – All Risks

(iii) flood

(iv) dust.

However, We will indemnify You for Damage to such property caused by falling trees and not otherwise excluded.

(7) Damage

(a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat.

(b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running.

(c) resulting from the Property Insured undergoing any process of

(i) production or packaging

(ii) treatment, testing or commissioning

(iii) servicing or repair.

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

(8) Damage to the Property Insured caused by

(a) escape of water from any tank, apparatus or pipe

(b) malicious persons

when The Premises are Unoccupied other than by fire or explosion.

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

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

(10) Damage to

(a) vehicles licensed for road use including accessories on or attached to them

(b) caravans or trailers

(c) railway locomotives or rolling stock

(d) watercraft or aircraft

(e) property in the course of construction including materials for use in the construction

(f) land, roads or pavements, piers, jetties, bridges, culverts or excavations

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

(11) Damage

(a) insured by any marine policy

(b) which would be insured under any marine policy if this policy did not exist.

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

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

(13) any consequential loss or damage.

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

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

(a) Terrorism

(b) civil commotion in Northern Ireland

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

Terrorism means

(i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands)

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence Her Majesty's government in the United Kingdom or any other government de jure or de facto

(ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to

- the use or threat of force and/or violence and/or

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

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

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

## Asset Protection Property Damage – All Risks

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

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

- (16) the Excess stated in The Schedule.
- (17) Damage to grounds or landscaping
  - (a) the cost of moving soil other than as necessary for surface preparation
  - (b) the failure of trees, shrubs, plants or turf to become established
  - (c) the failure of seeds to germinate
  - (d) damage caused by disease, infection or application of chemicals.

## Asset Protection Property Damage – Additional Contingencies

### Additional Contingencies

*The following Additional Contingencies apply to the Property Damage - Specified Contingencies Section and/or the Property Damage - All Risks Section where stated in The Schedule.*

#### Subsidence

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

We will only indemnify You in respect of Damage to

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

(2) walls, gates, hedges or fences

if

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

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

We will not indemnify You in respect of

(1) Damage caused by

(a) collapse of any building

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

(c) coastal or river erosion

(d) defective design or inadequate construction of foundations

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

(f) settlement or movement of made up ground.

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

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

(3) the Excess stated in The Schedule.

# Asset Protection Property Damage and Theft – Clauses

## Property Damage and Theft - Clauses

The following clauses apply to the Property Damage – Specified Contingencies Section and/or Property Damage – All Risks Section and/or Theft Section.

### All Other Contents

This term includes

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

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

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

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

but only for

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

The maximum We will pay in respect of

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

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

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

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

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

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

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

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

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

### Automatic Reinstatement

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

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

### Basis of Claim Settlement – Reinstatement

In the event of Damage to the Property Insured, excluding any items on

- (i) Stock and Materials in Trade
- (ii) professional fees
- (iii) debris removal
- (iv) rent
- (v) pedal cycles and personal effects
- (vi) motor vehicles
- (vii) Computer and Electronic Office Equipment

the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property lost, destroyed or damaged, subject to the following conditions

- (1) Where the Property Insured is
  - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new.
  - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.  
However, We will not pay more than We would have done if the property has been completely destroyed.
- (2) Where Computer and Electronic Office Equipment is insured by this Section and such property is
  - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity.
  - (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer and Electronic Office Equipment, to its condition when new.

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

## Asset Protection Property Damage and Theft – Clauses

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

- (a) European Union Legislation
- (b) Act of Parliament
- (c) Bye laws of any public authority.

We will not indemnify You

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

(4) The work of reinstatement

- (a) may be carried out on another site and in a manner suitable to Your needs. However,
  - (i) Our liability must not be increased
  - (ii) this will not apply when The Premises are Unoccupied unless We have agreed otherwise in writing.
- (b) must begin and be carried out as quickly as possible.

(5) The following condition of Average will apply.

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

(6) We will not indemnify You if You

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

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

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

- (a) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and or similar devices, whether physically or remotely connected thereto
- (b) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand
- (c) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Office Equipment does not include

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

### Basis of Claim Settlement – Rent

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

- (1) generating the rent received, or
- (2) for which rent is payable

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

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

## Asset Protection Property Damage and Theft – Clauses

### Branded or Labelled Goods

We will not dispose of salvage through sale, without Your consent, in the event of Damage to branded or labelled goods and/or merchandise which is Your property or property for which You are responsible. If salvage is not disposed of by sale, then the amount of any claims payment will be assessed at the value agreed between You and Us. We will also pay the costs incurred by You in removing, substituting or marking any labels on such goods and/or merchandise.

### Capital Additions

We will indemnify You in respect of Damage to

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

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

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

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

whichever is the lower.

You must

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

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

We will not indemnify You unless

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

prior to the date of the Damage.

### Change in Temperature

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

### Contract Sale Price

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

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

### Customers' Goods

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

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

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

### Debris Removal

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

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

of the Property Insured which have suffered Damage.

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

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

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

## Asset Protection Property Damage and Theft – Clauses

### Description of Property

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

### Drains

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

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

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

### Environmental Impact Costs

We indemnify You for additional costs necessarily and reasonably incurred with Our consent, in rebuilding or repairing Buildings at The Premises in a manner that aims to improve energy efficiency following Damage.

The maximum amount We will pay under this Clause during the Period of Insurance is

- (1) lower of an additional 10% of the amount We have paid or agreed to pay in respect of the claim for Buildings, after the application of all other terms and conditions of the policy, or
- (2) £50,000.

We will not indemnify You

- (1) for the additional cost of complying with any European Union legislation, Act of Parliament, or byelaws of any public authority
- (2) for work planned before the Damage or costs for replacing undamaged property
- (3) for any Unoccupied Building
- (4) if You elect not to rebuild or repair the Building.

### Exhibitions

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

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

in the European Economic Area.

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

We will not indemnify You in respect of Damage

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

### Falling Trees

This clause will not apply under any Property Damage – Specified Contingencies Section unless Contingency Storm and Falling Trees or Storm, Flood and Falling Trees is stated as applicable in The Schedule.

We will indemnify You in respect of

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

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

### Fire and Rescue Services Damage

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

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

### Fire and Security Equipment

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

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

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

## Asset Protection Property Damage and Theft – Clauses

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

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

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

### Fly Tipping

We will indemnify You in respect of reasonable costs of clearing and removing any property illegally deposited in or around The Premises insured under this policy.

The maximum We will pay is

- (1) £10,000 in respect of any one claim  
and
- (2) £25,000 in any one Period of Insurance.

We will not indemnify You in respect of the first £1,000 of each and every claim.

### Foundations

Where any Buildings Sum Insured stated in The Schedule is subject to Average, the Sum Insured includes

- (1) that portion of the foundations within a 60 centimetre radius around and below a structural column or superstructure support
- (2) that portion of the foundations less than eight centimetres below the floor level of the lowest storey
- (3) machinery foundations.

We will not indemnify You in respect of any other portion of foundations.

### Glass

**The following clause is only applicable where the Property Damage – All Risks Section is stated as insured in The Schedule.**

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

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

We will not indemnify You in respect of breakage of glass

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

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

### Hire Agreement

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

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

### Incompatibility of Software or Programs

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

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

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

### Lamps, Signs and Nameplates

We will indemnify You in respect of Damage to

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

at The Premises.

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

### Loss Reduction Expenses

We indemnify You for costs and expenses, necessarily and reasonably incurred by You or on Your behalf, to prevent or minimise actual or imminent Damage at The Premises.

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

Costs and expenses must be directly related to Damage which is likely to occur in the immediate future unless urgent preventative action is taken.

## Asset Protection Property Damage and Theft – Clauses

### Machinery Re-erection Costs

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

### Metered Services

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

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

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

### Moulds, Models, Patterns, Tools and Dies

The insurance by this Section extends to include moulds, models, patterns, tools and dies belonging to You or for which You are responsible while at The Premises or any other premises not in Your occupation including while in transit thereto and therefrom by road, rail or inland waterway in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man but only for

- (a) the value of the materials
- (b) the cost of labour spent in reproducing them.

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

### Munitions of War

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

### Other Locations

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

- (1) at the private residence of any Employee
- (2) at the private residence of any of Your directors
- (3) in transit thereto and there from

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

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

- (1) £5,000 in respect of any one claim  
and
- (2) £10,000 in any one Period of Insurance.

### Non Ferrous Metals

The insurance provided by this Section extends to include non ferrous metals belonging to You or for which You are responsible whilst at The Premises.

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

### Non-invalidation

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

However, You must

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

### Pairs and Sets

We indemnify You for the cost of replacing any undamaged items which form part of a pair or set or any other item of a uniform nature, design or colour when Damage happens to a specific part or within a clearly identifiable area and replacement(s) cannot be matched.

We will not indemnify You for more than We would have done for the pair or whole set or both pairs had it been completely destroyed.

Where We have paid the full replacement cost of any pair or set, We will retain all undamaged parts and any salvage.

### Professional Fees

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

We will not indemnify You in respect of fees

- (1) more specifically insured
- (2) incurred in preparing a claim
- (3) incurred without Our consent.

### Seasonal Increase

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

### Services

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

## Asset Protection Property Damage and Theft – Clauses

### Subrogation

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

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

### Temporary Removal

We will indemnify You in respect of Damage to the Property Insured except for

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

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

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

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

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

whichever is the lower.

We will not indemnify You in respect of

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

### Theft Damage to Buildings

**This clause will not apply under any Property Damage – Specified Contingencies Section unless Contingency Riot, Civil Commotion and Malicious Damage applies in The Schedule.**

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

We will not indemnify You in respect of Damage

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

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

### Trace and Access

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

- (1) in locating the actual source of Damage and
- (2) any repairs directly arising from (1)

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

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

### Trade Samples

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

The maximum We will pay is

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

### Transfer of Interest

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

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

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

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

## **Asset Protection** Property Damage and Theft – Clauses

### **Underground Services**

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

- (a) pipes
- (b) cables

which extend from the buildings to the public mains.

We will not indemnify You in respect of

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

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

### **Workmen**

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

# Asset Protection - Property Damage – Additional Clauses

## Property Damage Additional Clauses

The following Additional Clauses apply to the Property Damage – All Risks Section if stated as applying in The Schedule.

### Day One Basis of Settlement

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

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

Declared Value shall mean

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

- (a) the additional cost of reinstatement to comply with
  - (i) European Union Legislation
  - (ii) Act of Parliament
  - (iii) Bye laws of any public authority
- (b) professional fees
- (c) debris removal costs.

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

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

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

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

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

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

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

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

### Bank Interest Scotland

We agree that

- (1) the interest in this Section is vested in the insured parties stated in The Schedule
- (2) the interest of Heritable Creditors in the insurance by this Section shall not be prejudicially affected by anything done or omitted by the proprietor where the risk of Damage is increased except as regards any change upon the character of the risk which may be made by or with the written consent of the Heritable Creditors
- (3) this Section shall not lapse or the terms be altered until seven days notice has been given to the Heritable Creditors any additional premium or renewal premium in respect of any change in risk or extension of period is payable to Us as from the start date of the change or extension period
- (4) We will notify in writing the Heritable Creditors, as soon as We are aware of any Damage by this Section.

### Stock Declaration

The insurance on Stock and Materials in Trade as insured under the item(s) stated in The Schedule as being subject to this Additional Clause is subject to the following

- (1) You must declare to Us the value of the property on
  - (a) the last day of each month if The Schedule states that monthly declarations are required, or
  - (b) the last day of each of the months of March, June, September and December if The Schedule states that quarterly declarations are required.
- (2) If You do not provide Us with written confirmation of the values within 30 days of the due date, We will take the Sum Insured stated in The Schedule to be the value declared
- (3) If You declare a value greater than the Sum Insured, We will take the Sum Insured stated in The Schedule to be the value declared
- (4) The first and annual premiums paid on these items are provisional

At the end of each Period of Insurance We will calculate the actual premium by applying the rate to the average amount declared.

- (5) If the actual premium is more than the provisional premium paid, You will pay the difference  
If the actual premium is less than the provisional premium paid, We will refund the difference but this will not exceed 33 1/3% of the first or annual premium respectively.
- (6) The item Sum Insured will not be reduced by the amount of any claim. However, You must pay the additional premium required to reinstate the Sum Insured
- (7) Every insurance on Stock and Materials in Trade must be similar in wording with this insurance.

## Asset Protection - Property Damage – Additional Clauses

### Deductible

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

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

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

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

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

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

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

We will not indemnify You in respect of

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

# Asset Protection Theft

## Definitions

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

### Damage

Physical loss, destruction or damage.

### Property Insured

Property insured as detailed in The Schedule.

## Cover

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

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

### Basis of Claim Settlement – Indemnity

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

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage or at Our option
- (2) the reduction in value of the Property Insured

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

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

- (1) the Sum Insured on each item, or
- (2) the Total Sum Insured, or
- (3) any other maximum amount payable or Limit of Liability specified in The Schedule.

## Clauses

The following Clauses apply to this Section in addition to the Property Damage and Theft – Clauses.

### Changing Locks

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

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

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

If the keys belong to a safe they must be

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

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

### Theft of Computers and Audio Visual Equipment

Cover under Item 1 of this Section extends to include computer hardware and software, audio and visual equipment at The Premises.

The maximum We will pay for any one claim in respect of such items will be the Sum Insured under Item 1 or £100,000 whichever is the lower.

## Additional Clauses

The following Additional Clauses apply to this Section only if stated as applying in The Schedule.

### Property in the Open

We will indemnify You for garden furniture, ornamental stones or fountains in the open.

The maximum We will pay in respect of any one claim is £3,000.

### Stock Declaration

The insurance on Stock and Materials in Trade as insured under the item(s) stated in The Schedule as being subject to this Additional Clause is subject to the following

- (1) You must declare to Us the value of the property on
  - (a) the last day of each month if The Schedule states that monthly declarations are required, or
  - (b) the last day of each of the months of March, June, September and December if The Schedule states that quarterly declarations are required.

## Asset Protection Theft

- (2) If You do not provide Us with written confirmation of the values within 30 days of the due date, We will take the Sum Insured stated in The Schedule to be the value declared
- (3) If You declare a value greater than the Sum Insured, We will take the Sum Insured stated in The Schedule to be the value declared
- (4) The first and annual premiums paid on these items are provisional  
At the end of each Period of Insurance We will calculate the actual premium by applying the rate to the average amount declared.
- (5) If the actual premium is more than the provisional premium paid, You will pay the difference  
If the actual premium is less than the provisional premium paid, We will refund the difference but this will not exceed 33 1/3% of the first or annual premium respectively.
- (6) The item Sum Insured will not be reduced by the amount of any claim. However, You must pay the additional premium required to reinstate the Sum Insured
- (7) Every insurance on Stock and Materials in Trade must be similar in wording with this insurance

### Day One Basis of Settlement

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

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

- (3) Paragraphs (4) and (5) of the Basis of Settlement - Reinstatement Clause are restated as follows
  - (4) if, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph (1) of this Clause, at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Clause.
  - (5) We will not pay under this Clause
    - (a) until You have incurred the cost of replacing or repairing the property
    - (b) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement
    - (c) if You do not comply with any of the provisions of this Clause  
However the Sums Insured will be limited to 108% of the Declared Values stated in The Schedule.
- (4) The maximum We will pay in respect of each separate location subject to this Additional Clause is as stated in The Schedule.

## Conditions

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

### (1) Average

Each of the Sums Insured shown in The Schedule is subject to average. This means that if at the time of Damage, the Item Sum Insured is less than the total value of the Property Insured, You will

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

### (2) Our Rights

If Damage occurs which may lead to a claim We may

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

without incurring liability or reducing Our rights.

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

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

# Asset Protection Theft

## (3) Protections

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

Whenever The Premises are

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

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

## (4) Trailer Security

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

You must ensure that

- (a) all trailers must be kept in a locked garage or compound outside of business hours;
- (b) during business hours any trailers left unattended and outside of a locked garage or compound, whether attached or detached, must be fitted with a Kingpin locking device or ground anchor.

## Exceptions

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

We will not indemnify You in respect of

- (1) Damage
  - (a) in any part of The Premises not occupied by You in connection with The Business
  - (b) in yards, open sided buildings, compounds, or other open spaces unless specifically mentioned in The Schedule
  - (c) when The Premises are Unoccupied
  - (d) caused by or consisting of acts of fraud or dishonesty
  - (e) caused by or consisting of
    - (i) disappearance
    - (ii) unexplained or inventory shortage
    - (iii) misfiling, misplacing of information or clerical error.
- (2) Damage to
  - (a) electronic audio and visual equipment

- (b) cigarettes, cigars, tobacco, wines, spirits and other alcoholic drinks exceeding £1,000 in total
- (c) computer hardware and software
- (d) explosives and hazardous substances
- (e) furs, curios and antiques
- (f) gold and silver articles
- (g) goods held in trust or on commission
- (h) jewellery and precious stones
- (i) Money and bullion
- (j) non-ferrous metals
- (k) securities and bonds
- (l) rare books and works of art

unless specifically mentioned as insured in The Schedule.

- (3) Damage
  - (a) where You or Your partners, directors or Employees or any member of Your household is involved as principal or accessory
  - (b) caused by any person lawfully in The Premises.
- (4) Damage to property more specifically insured by You or on Your behalf
- (5) any consequential loss or damage
- (6) (a) Loss of Data
  - (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
    - (i) Virus or Similar Mechanism
    - (ii) Denial of Service Attack
    - (iii) unauthorised access to or use of Computer and Electronic Equipment.
- (7) the Excess stated in The Schedule.

However, We will indemnify You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (15) and (16) which is not otherwise excluded.

# Asset Protection Security or Detection Dog

## Cover

We will indemnify You in accordance with the Scale of Benefits if Your security or detection dog is no longer able to fulfil its intended function during the Period of Insurance which solely, directly and independently of any other cause results in any of the following contingencies.

- (1) Death, or euthanasia by a vet due to a violent, external and visible accident or poisoning or drowning. Provided the death or euthanasia occurs within 30 days of the incident.
- (2) Injury due to violent, external and visible accident or poisoning or drowning which does not result in the death of the animal but renders it permanently unable to fulfil its intended function as a security or detection dog.
- (3) Permanent loss of the security or detection dog as a result of theft, straying, or unexplained disappearance for a period exceeding 30 days from the date the disappearance is notified to Us.

In the event that the security or detection dog is later recovered, You will repay any amounts We have paid, less any reasonable expenses You incur in the recovery of the security or detection dog.

## Scale of Benefits

Age of Dog	Maximum Payment
Up to 1 Year Old	£6,000
Between 1 and 2 Years Old	£5,000
Between 2 and 3 Years Old	£4,000
Between 3 and 4 Years Old	£3,000
Between 4 and 5 Years Old	£2,000
Between 5 and 6 Years Old	£1,000

## Conditions

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

### (1) Veterinary Surgeon Certification

Prior to cover commencing You must provide Us, at Your own expense, with a veterinary surgeon's report or certificate to certify that the dog is healthy, free from injury or disease and fit for duty.

### (2) Micro-Chipping

You must ensure that the dog is protected by micro-chip and the number is provided to Us.

### (3) Claims Documentation

In the event of a claim You must provide Us with the following:

- (a) For any claim under Contingency 1, a veterinary surgeon's report confirming the cause of death.
- (b) For any claim under Contingency 2, a veterinary surgeon's report confirming the cause of injury and certifying that the dog is permanently unable to return to its duties as a security or detection dog.
- (c) For any claim under Contingency 3, confirmation that the theft has been reported to the Policy and the crime reference number obtained.
- (d) For any claim under Contingencies 1, 2 or 3, confirmation of the micro-chip number.

### (4) Disagreement

Any disagreement between the You and the veterinary surgeon over permanent incapacity of the dog shall be referred to an independent veterinary surgeon mutually agreed upon by the both sides who will act as arbitrator. His decision shall be binding on both You and Us.

## Exceptions

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

We will not indemnify You for

- (1) veterinary surgeon fees associated with treating the security or detection dog following death or injury, or costs charged by the vet to prepare the required paperwork
- (2) loss of a security or detection dog arising from your dishonesty or that of Your Employees
- (3) any consequential loss
- (4) any pre-existing medical condition
- (5) any dog more than 6 years old
- (6) loss or damage arising outside England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

# Asset Protection Business All Risks

## Definitions

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

### Damage

Physical loss, destruction or damage.

### Property Insured

Property insured as detailed in The Schedule.

## Cover

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

### Basis of Claim Settlement – Indemnity

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

- (1) cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option
- (2) the loss in value of the Property Insured

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

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

- (1) the Sum Insured on each item, or
- (2) the Total Sum Insured, or
- (3) any other maximum amount payable or Limit of Liability specified in The Schedule.

## Clauses

The following clauses apply to this Section.

### Automatic Reinstatement

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

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

### Average

Each of the Sums Insured by this Section is subject to average. This means that if at the time of Damage, the Item Sum Insured is less than the total value of the Property Insured, You will

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

### Basis of Claim Settlement - Reinstatement

In the event of Damage to the Property Insured, except for any items on Computer and Electronic Office Equipment, the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property lost, destroyed or damaged, subject to the following conditions

- (1) Where the Property Insured is
  - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new
  - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.  
  
However, We will not pay more than We would have done if the property has been completely destroyed.
- (2) Where Computer and Electronic Office Equipment is insured by this Section and such property is
  - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity
  - (b) damaged, if an economic repair is possible, We will pay for the repair computer and Electronic Office Equipment, to its condition when new. However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.
- (3) The work of reinstatement
  - (a) may be carried out on another site and in a manner suitable to Your needs. However, Our liability must not be increased
  - (b) must begin and be carried out as quickly as possible.
- (4) The following condition of Average will apply  
  
If the Sum Insured at the time the Damage occurred is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment at the time of rebuilding or replacement, You will be liable to bear a proportionate share of the loss.
- (5) We will not indemnify You under this clause
  - (a) if You do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment
  - (b) if You or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement
  - (c) if You do not comply with any of the terms of this clause  
However, the Basis of Claim Settlement – Indemnity will apply.

## Asset Protection Business All Risks

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

- (a) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and or similar devices, whether physically or remotely connected thereto
- (b) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand
- (c) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Office Equipment does not include

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

### Unattended Vehicles in Locked Buildings

We will not indemnify You in respect of Damage to the Property Insured by theft or attempted theft from any Unattended Vehicle, from the end of any normal working day, or on any non-working day, until collected by Your driver, unless such Vehicle is garaged in a securely locked building of substantial construction.

### Exceptions

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

We will not indemnify You in respect of

- (1) Damage to the Property Insured caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty or defective
    - (i) workmanship
    - (ii) design
    - (iii) materials used in its construction.
  - (e) operating error or omission by You or any of Your Employees.

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

(2) Damage to the Property Insured caused by or consisting of

- (a)
  - (i) corrosion, rust or rot
  - (ii) shrinkage, evaporation or loss of weight
  - (iii) dampness or dryness
  - (iv) scratching
  - (v) vermin or insects
  - (vi) mould or fungus
- (b) change in
  - (i) temperature
  - (ii) colour
  - (iii) flavour
  - (iv) texture
  - (v) finish.
- (c)
  - (i) nipple or joint leakage
  - (ii) failure of welds.
- (d) its own mechanical or electrical breakdown or derangement.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which results from Defined Contingencies (1) to (12), (14) and (16) or any other accidental cause
- (ii) any subsequent Damage which results from a cause not otherwise excluded.

(3) Damage to the Property Insured caused by pollution or contamination

However, We will indemnify You in respect of Damage to the Property Insured not otherwise excluded caused by

- (a) pollution or contamination which results from Defined Contingencies (1) to (12), (14) and (16)
- (b) Defined Contingencies (1) to (12), (14) and (16) which results from pollution or contamination.

(4) Damage to the Property Insured caused by

- (a) acts of fraud or dishonesty
- (b)
  - (i) disappearance
  - (ii) unexplained or inventory shortage
  - (iii) misfiling, misplacing of information, or clerical error.
- (c) theft or attempted theft from any Unattended Vehicle unless there is evidence of forcible and violent entry into the vehicle.

## Asset Protection Business All Risks

(5) Damage to any building or structure caused by its own cracking or collapse.  
However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.

- (6) Damage
- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
  - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running
  - (c) Damage resulting from the Property Insured undergoing any process of
    - (i) production or packaging
    - (ii) treatment, testing or commissioning
    - (iii) servicing or repair.

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

- (7) Damage to the Property Insured caused by
- (a) escape of water from any tank, apparatus or pipe
  - (b) malicious persons (other than by fire or explosion)
  - (c) theft or attempted theft
- when The Premises are Unoccupied.

(8) Damage more specifically insured by You or on Your behalf

(9) any consequential loss or damage

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

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

Terrorism means

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

(ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to

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

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

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

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

However, We will indemnify You in respect of subsequent Damage to the Property Insured, caused by or resulting from Defined Contingencies (1) to (11), (13), (15) and (16) which is not otherwise excluded.

(12) the Excess stated in The Schedule.

# Asset Protection Goods in Transit

## Definitions

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

### Damage

Physical loss, destruction or damage.

### Method of Transit

As stated in The Schedule.

### Occurrence

An event, or number of events, arising from a single cause or occurrence occurring during the Period of Insurance.

### Personal Effects

Personal possessions excluding cash, bank notes, credit cards, watches and jewellery.

### Property Insured

Stock and materials in trade connected with The Business which are owned by You or which You are responsible for.

### Territorial Limits

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

### Tools

Tools, tool kits or test equipment which You own or are hired by You or used by You in connection with The Business and for which You are responsible.

### Vehicle

Any motor vehicle and/or trailer and/or container which You own or operate.

## Cover

We will indemnify You in respect of

- (1) Damage
  - (a) to the Property Insured whilst in transit by the Method of Transit including
    - (i) loading and unloading
    - (ii) whilst temporarily stored during transit.The maximum We will pay in respect of any one Occurrence is the Maximum Limit Any One Occurrence stated in The Schedule.
  - (b) to Your own sheets, ropes, chains, toggles or packing materials while carried on any Vehicle  
We will replace sheets as new if You prove that these were not more than one year old at the time of the Damage.

- (c) to You or Your drivers' Personal Effects in, or from, any Vehicle  
The maximum We will pay in respect of any one person for any one Occurrence is £500  
We will not indemnify You or Your driver for Damage to any item insured by any other insurance policy.
  - (d) to Tools
    - (i) in or from any Vehicle
    - (ii) whilst temporarily stored during transit.The maximum We will pay in respect of any one Occurrence is the Tools Limit Any One Occurrence stated in The Schedule.
- (2) Debris Removal  
Costs and expenses incurred by You with Our consent
    - (a) in removing debris
    - (b) in site clearance
    - (c) for transhipment and recovery charges following collision, overturning or impact of any Vehicle with any object
    - (d) to reduce or prevent claimsin the Territorial Limits in connection with The Business.  
The maximum We will pay in respect of any one Occurrence is £10,000.
  - (3) Re-Securing Property  
Costs and expenses reasonably incurred by You in re-securing the property insured following a dangerous movement of the load in transit.  
The maximum We will pay in respect of any one Occurrence is £500.

## Conditions

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

### (1) Automatic Reinstatement

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

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

### (2) Average

Each Limit stated in The Schedule, except for Tools Limit Any One Occurrence, is subject to Average.

If at the time of Damage, the Limit stated in The Schedule is less than the value of the Property Insured You will

- (a) be responsible for the difference in value, and
- (b) bear a rateable proportion of any loss.

## Asset Protection Goods in Transit

### (3) Declarations

The insurance on the Property Insured is subject to the following

The first and annual premiums paid are provisional.

- (a) You must declare to Us the actual value of the property in transit for the Period of Insurance within one month of the expiry of the Period of Insurance
- (b) At the end of each Period of Insurance We will calculate the actual premium by applying the rate to the average amount declared
- (c) If the actual premium is more than the provisional premium paid, You will pay the difference. If the actual premium is less than the provisional premium paid, We will refund the difference.
- (d) Every insurance on the Property Insured must be similar in wording with this insurance.

### (4) Reasonable Care

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

You must

- (a) only employ reliable and competent drivers, and
- (b) take all reasonable measures to
  - (i) prevent Damage
  - (ii) secure loads properly
  - (iii) maintain any Vehicle in accordance with current law
  - (iv) ensure any Vehicle is suitable for the purpose for which it is to be used.
- (c) allow Us access to examine any Vehicle which You operate or premises from which You operate.

### Exceptions

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

We will not indemnify You in respect of

- (1) Damage caused by
  - (a) defective or inadequate packing, insulation or labelling
  - (b) evaporation or ordinary leakage
  - (c) vermin, wear, tear, gradual deterioration or contamination
  - (d) an existing or hidden defect
  - (e) delay
  - (f) inadequate documentation
  - (g) indirect or consequential loss

- (h) its own
  - (i) mechanical
  - (ii) electrical
  - (iii) electronic
  - (iv) electro magnetic derangement.

However, We will indemnify You if such Damage is caused by external means.

- (2) Shortage in weight
- (3) Damage caused by deterioration or variation in temperature  
However We will indemnify You if such Damage is caused as a result of any Vehicle being directly involved in a road traffic accident.
- (4) Damage arising from
  - (a) confiscation, requisition or destruction by order of any government or any public authority
  - (b) riot, civil commotion, strikes, lockouts or labour disturbances.
- (5) Damage
  - (a) occurring outside the Territorial Limits
  - (b) not connected with The Business.
- (6) Damage to
  - (a) electronic, audio and visual equipment
  - (b) clocks and watches that do not contain gold, silver or precious stones
  - (c) computer hardware and software
  - (d) explosives and hazardous substances
  - (e) furs and curios
  - (f) gold and silver articles
  - (g) jewellery and precious stones
  - (h) living creatures
  - (i) Money and bullion, negotiable instruments and specie
  - (j) non ferrous metals
  - (k) rare books, antiques and works of art
  - (l) tobaccos, cigars and cigarettes
  - (m) wines, spirits and other alcoholic drinks
  - (n) temperature controlled goods.

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

## Asset Protection Goods in Transit

- (7) Damage caused by theft or attempted theft of the Property Insured and/or Tools or Personal Effects from any Unattended Vehicle.
- However, We will indemnify You if You have ensured that
- (a) all doors, windows and other points of access have been locked where locks have been fitted, and
  - (b) all manufacturers' security devices have been put into effect, and
  - (c) the keys have been removed from any Unattended Vehicle, and
  - (d) unattached trailers have anti-hitching devices fitted and they are put into effect.
- (8) damage including to Tools or Personal Effects, while temporarily stored during transit for periods exceeding 30 consecutive days
- (9) property in transit for hire or reward
- (10) the Excess stated in The Schedule.
- (11) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

### **Terrorism means**

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

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

# Asset Protection Money and Assault

## Definitions

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

### Business Hours

Your normal working hours and any other period during which You or any Employee, entrusted with Money is on The Premises in connection with The Business.

### Insured Person

You or Your directors, partners or Employees aged between 16 and 75.

### Loss of Hearing

Total and permanent loss of hearing in one or both ears.

### Loss of Limb

In respect of

- (1) an arm
  - (a) physical severance of all four fingers, or
  - (b) total and permanent loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or
- (2) a leg
  - (a) physical severance, or
  - (b) total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).

### Loss of Sight

Includes total and permanent loss of sight which will be deemed to have occurred

- (1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist
- (2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

### Loss of Speech

Total and permanent loss of speech.

## Permanent Total Disablement

Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which

- (1) wholly prevents the Insured Person from engaging in or giving attention to their usual occupation, and
- (2) lasts without interruption for more than 12 months from the date of the accident, and
- (3) in all probability will continue for the remainder of the Insured Person's life.

## Temporary Partial Disablement

Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.

## Temporary Total Disablement

Disablement which entirely prevents the Insured Person from engaging in their usual occupation.

## Money Cover

We will indemnify You in respect of

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

# Asset Protection Money and Assault

## Clauses

*The following clauses apply to Money.*

### Clothing and Personal Belongings

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

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

### Fraudulent Use of Business Credit Cards

We will indemnify You for financial loss sustained as a direct result of a business credit, charge, debit or bankers card, being lost or stolen and it being fraudulently used by someone other than You.

The maximum We will pay in respect of

- (a) any one card is £1,000
- (b) in any one Period of Insurance is £10,000.

We will not indemnify You in respect of

- (1) losses where the terms and conditions under which the card was issued have not been fully complied with.
- (2) losses which have not been reported to the police or card issuing company within 24 hours of discovery and a written report obtained.
- (3) loss due to fraud or dishonesty.

### Security Company Contingency Cover

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

If in relation to any claim for loss of Money in the custody of a security company that You have an agreement with, You have failed to fulfil the following conditions, We will not pay that claim.

You must

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

## Condition

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

### Records and Key Security

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

You must

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

## Exceptions

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

We will not indemnify You in respect of

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

## Asset Protection Money and Assault

- (d) uncollectible
  - (e) irrecoverable
- for any reason.
- (7) loss of Money resulting directly or indirectly from, or in connection with
    - (a) Virus or Similar Mechanism
    - (b) Denial of Service Attack
    - (c) unauthorised access to or use of Computer and Electronic Equipment.
  - (8) any loss of Money resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
    - (a) Terrorism
    - (b) civil commotion in Northern Ireland
    - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

### Terrorism means

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

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

## Assault Cover

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

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

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

# Asset Protection Money and Assault

## Clauses

*The following clauses apply to Assault.*

### (1) Amounts Payable

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

### (2) Medical Evidence

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

### (3) Medical and Dental Expenses

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

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

## Exception

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

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

# Revenue Protection Business Interruption

## Definitions

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

### Damage

Physical loss, destruction or damage.

### Cover

In respect of each item in The Schedule, We will indemnify You in respect of any interruption or interference with The Business resulting from

- (i) Damage to property used by You at The Premises for the purpose of The Business occurring during the Period of Insurance caused by any of the following Contingencies, and
- (ii) provided that such Damage is not excluded by the Property Damage – All Risks Section of this policy

The Schedule will state which of the following Contingencies apply.

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

- (a) for any Item, the Sum Insured stated in The Schedule
- (b) in aggregate, the Total Sum Insured unless stated otherwise in the Specification.

## Contingencies

### Fire

- (1) Fire.
- (2) Lightning.
- (3) Explosion
  - (a) of boilers
  - (b) of gas in a building not being part of any gas works used for domestic purposes or used for lighting or heating the building.

### Explosion.

### Aircraft

Aircraft including

- (a) other aerial devices
- (b) articles dropped from them.

### Riot, Civil Commotion and Malicious Damage

Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

### Earthquake.

### Underground Fire.

### Spontaneous Combustion

Fire caused by spontaneous combustion.

### Storm, Flood and Falling Trees.

### Escape of Water/Oil

Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.

### Impact

Impact by any vehicle, or by goods falling therefrom, or any animal.

### Sprinkler Leakage

Water accidentally discharged or leaking from any automatic sprinkler installation at The Premises.

### Theft

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

### All Risks

- (1) Any Damage not excluded by the terms of the Property Damage – All Risks Section of this policy, and
- (2) Damage not otherwise excluded by the terms of the Property Damage – All Risks Section of this policy caused by Defined Contingencies (1) to (12) to
  - (a) boilers on The Premises
  - (b) glass, china, earthenware, marble or other fragile objects
  - (c) vehicles licensed for road use including accessories on or attached to them
  - (d) caravans or trailers
  - (e) railway locomotives or rolling stock
  - (f) watercraft or aircraft
  - (g) property in the course of construction including materials for use in the construction
  - (h) land, roads or pavements, piers, jetties, bridges, culverts or excavations
  - (i) livestock
  - (j) growing crops or trees.

# Revenue Protection Business Interruption

## Subsidence

Subsidence or ground heave of the site of The Premises or landslip.

## Conditions

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

## Alteration

We will not indemnify You under this Section if

- (a) Any Policyholder
  - (i) agrees a composition or arrangement with creditors, or
  - (ii) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act), or
  - (iii) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator, or
  - (iv) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed, or
  - (v) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.
- (b) Your interest ceases otherwise than by Your death.

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

## Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
- (b) at Your expense, provide Us with
  - (i) a written claim, and
  - (ii) details of other insurances covering the Damagewithin 30 days after the expiry of the Indemnity Period or such further time that We may allow
- (iii) books, records and documents We require to assess Your claim
- (c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

## Index Linking

Renewal

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

## Property Cover

We will not indemnify You under this Section unless

- (1) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage, and
- (2)
  - (i) payment has been made or liability admitted for such Damage, or
  - (ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

## Subrogation Rights Waiver

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

- (1) any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) any company which is a subsidiary of a parent company of which You are Yourself a subsidiary as defined in, or within the meaning of the relevant Companies Act or Companies (NI) Order, current at the time of the Damage.

## Payments on Account

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

## Exceptions

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

We will not indemnify You in respect of

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

However, We will indemnify You in respect of

  - (a) such Damage which itself results from a cause not otherwise excluded
  - (b) subsequent Damage which is not otherwise excluded.
- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded.

## Revenue Protection Business Interruption

- (3) any Damage resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

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

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

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

However, We will indemnify You in respect of subsequent Damage to property used by You for the purposes of The Business at The Premises caused by or resulting from Defined Contingencies (1) to (11), (13) and (15) which is not otherwise excluded.

# Revenue Protection Business Interruption – Extensions

## Business Interruption - Extensions

The insurance by Item 1 of this Section, is extended to include Damage during the Period of Insurance

- (1) at the premises or situations, or
- (2) to the property

described below by any Contingency stated in The Schedule as applying to such premises, situations or property, which results in interruption or interference with The Business.

The maximum We will pay under each Extension in respect of any one loss will be the

- (1) amount stated under the Extension, or
- (2) the Sum Insured (or 133<sup>1</sup>/<sub>3</sub>% of the Estimated Amount) stated in The Schedule, whichever is the lesser.

The amounts or limits stated below or in The Schedule are inclusive of any amounts payable under the provisions of any Clauses stated in The Schedule.

### Unspecified Suppliers

Any premises of Your contracted suppliers of goods and/or services within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

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

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

### Unspecified Customers

Any of Your customers' premises within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

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

### Property Stored

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

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

## Transit

Your property while in transit by

- (1) road
- (2) rail
- (3) inland waterway

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

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

### Contract Sites

Any situation within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man where You are carrying out a contract.

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

### Exhibition Sites

- (a) Any situation where You are exhibiting or are contracted to exhibit goods or services
- (b) Your property at or while in transit to or from any such situation

in the European Economic Area.

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

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

### Prevention of Access

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

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

### Loss of Attraction – Unspecified

Property or premises within one mile of the boundary of The Premises, which directly results in a reduction in the Turnover (or Revenue, Fees, or Rentals as insured by this Section) of The Business.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this extension.

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

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

# Revenue Protection Business Interruption – Additional Contingencies

## Action by Police, Government or Other Competent Authority

The prevention or restriction of access to, or closure of, The Premises, by any Police, Government or other competent Authority, due to an emergency event within one mile of the boundary of The Premises.

We will not indemnify You

- (1) in respect of any action taken in controlling, preventing or suppressing the spread of any disease.
- (2) in respect of any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission.
- (3) for any interruption or interference lasting less than 12 consecutive hours.

The provisions of any Automatic Reinstatement Clause does not apply in respect of this Extension.

The maximum We will pay will be

- (a) £50,000 maximum payable any one loss for failure resulting from accidental means other than Damage
- (b) £100,000 maximum payable any of Period of Insurance for failure resulting from accidental means other than Damage.

## Failure of Electricity Supply

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

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supplier of electricity
- (2) caused by the exercise of any supplier of electricitys power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any generating station or sub-station of Your supplier(s) of electricity, in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France
- (6) lasting more than 7 consecutive days for Your supply of electricity unless the failure results from Damage to any generating sub station or Your supplier of electricity in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France.

The maximum We will pay will be

- (a) £50,000 maximum payable any one loss for failure resulting from accidental means other than Damage
- (b) £100,000 maximum payable any of Period of Insurance for failure resulting from accidental means other than Damage

## Failure of Gas Supply

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

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supplier of gas
- (2) caused by the exercise of any supplier of gas's power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of
  - (a) Your supplier(s) of gas, and
  - (b) any natural gas producer directly linked to Your supplier(s) of gas, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.
- (6) lasting more than 7 consecutive days for Your supply of gas unless the failure is a result of Damage to any land based premises of Your supplier (s) of gas and any natural gas producer directly linked to Your supplier(s) of gas in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man

The maximum We will pay will be

- (a) £50,000 maximum payable any one loss for failure resulting from accidental means other than Damage
- (b) £100,000 maximum payable any of Period of Insurance for failure resulting from accidental means other than Damage.

## Failure of Water Supply

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

We will not indemnify You in respect of accidental failure

- (1) caused by the deliberate act of any supplier of water
- (2) caused by the exercise of any supplier of water's power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) caused by drought or other weather conditions unless equipment has been damaged
- (5) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (6) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any water works or pumping station of Your supplier(s) of water, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man

## Revenue Protection Business Interruption – Additional Contingencies

- (7) lasting more than 7 consecutive days for Your supply of water unless the failure results from Damage to any water works or pumping station of Your supplier(s) of water in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay will be

- (a) £50,000 maximum payable any one loss for failure resulting from accidental means other than Damage
- (b) £100,000 maximum payable any of Period of Insurance for failure resulting from accidental means other than Damage.

### Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide.

- (1) A Specified Disease occurring at The Premises or within five miles of the boundary of The Premises,
- (2) Any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from The Premises,
- (3) The discovery of an organism at The Premises which is likely to result in any person contracting an illness caused by food or drink poisoning or a Specified Disease,
- (4) (i) The discovery of vermin or pests, or
- (ii) any accident causing defects in the drains or other sanitary arrangements, at The Premises,
- (5) Any occurrence of murder or suicide at The Premises which
- (a) restricts the use of or results in closure of The Premises on the order or advice of the competent authority, and
- (b) directly results in a reduction in the Turnover (or Revenue, Fees, or Rentals as insured by this Section) of The Business.

The provisions of any Automatic Reinstatement Clause do not apply in respect of Additional Contingency Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide.

### Definitions

For the purposes of this additional contingency, the following definitions apply:

#### Specified Disease

Any of the following diseases contracted by any person

- (a) Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Plague, Rabies, Relapsing fevers, Rubella, Scarlet fever, Smallpox, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Whooping cough and/or Yellow fever

- (b) Viral haemorrhagic fever caused by the following virus's:

Lassa virus, Junin virus, Machupo virus, Sabia virus, Guanarito virus, Ebola virus, Marburg virus, Crimean-Congo, haemorrhagic fever virus, Hanta virus, Rift Valley fever virus, Yellow fever virus and/or Dengue virus.

### Indemnity Period

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

### Maximum Indemnity Period

Three months.

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

We will not indemnify You in respect of

- (a) any costs incurred in cleaning, repair, replacement, recall or checking of property,
- (b) reduction in the Turnover (or Revenue, Fees or Rentals as insured by this Section) of any premises, caused by,
- (i) any occurrence of a Specified Disease not at The Premises or within five miles of the boundary of The Premises.
- (ii) food poisoning, vermin, pest, defective sanitation, murder or suicide, not occurring at The Premises.

### Condition

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

At The Premises You must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice.

### Failure of Telecommunications

The accidental failure of Your supply of telecommunications and internet services at the incoming line terminals or receivers at The Premises.

We will not indemnify You in respect of an accidental failure

- (1) caused by the deliberate act of any supplier of telecommunications and internet services
- (2) caused by the exercise of any supplier of telecommunications and internet services power to withdraw or restrict supply or services
- (3) caused by any industrial action

## Revenue Protection Business Interruption – Additional Contingencies

- (4) caused by drought
- (5) caused by atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- (6) other than at Premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (7) caused by failure of any satellite
- (8) lasting less than 24 consecutive hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of Your supplier(s) of telecommunications and internet services, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (9) lasting more than 7 consecutive days unless the failure results from Damage at any land based premises of Your supplier(s) of telecommunications and internet services in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay will be

- (a) £50,000 maximum payable any one loss for failure resulting from accidental means other than Damage
- (b) £100,000 maximum payable any of Period of Insurance for failure resulting from accidental means other than Damage.

### Lottery Winners

An Employee or group of Employees resigning from his/her or their post(s) within The Business as a direct consequence of their securing a win in a Lottery.

We will only pay the additional costs and/or expenses You incur, including but not limited to

- (1) recruitment and additional overtime costs
- (2) the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

We will not indemnify You unless

- (1) the Employee or group of Employees resign within 14 days from the date of the successful Lottery win, and
- (2) the amount won by any one Employee is not less than £100,000.

For the purposes of this Additional Contingency

- (1) Indemnity Period means the period during which The Business results are affected due to an Employee or group of Employees resigning from his/her or their post(s) within The Business as a direct consequence of their securing a win in a Lottery, starting from the date of the first resignation and ending no later than the Maximum Indemnity Period.

- (2) Maximum Indemnity Period – One month.

The maximum We will pay in respect of any one Period of Insurance will be £50,000 unless any other limit is shown in The Schedule for Lottery Winners.

For the purposes of this Additional Contingency extension only, Lottery means

- UK National Lottery Prize Draws including Scratchcards.
- UK National Football Pools.
- Euro Millions Lottery.
- Irish National Lottery.
- UK Premium Bond Prize Draws.

### Essential Personnel

- (1) Death of any of Your Principals,
- (2) or total and permanent disablement of any of Your Principals, which prevents them from attending to their normal occupation,

due to injury caused by accidental and violent means.

We will only pay the additional costs and/or expenses You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover (or Revenue, Fees, or Rentals as insured by this Section,) during the Indemnity Period which but for such additional costs and/or expenses would have taken place.

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

### Definitions

For the purposes of this additional contingency, the following Definition applies:

### Principals

Any person who is an owner, partner, company director or trustee of The Business.

# Revenue Protection Business Interruption – Clauses

## Business Interruption Clauses

The following Clauses apply to this Section only if stated in The Schedule.

### A Deductible

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

### B Provisional Premium Adjustment

Part 1 of this Clause applies only in respect of any insurance which is shown in Your Specification as being on the Sum Insured Basis.

#### Part 1 (Sum Insured Basis)

The first and annual premiums are provisional and they represent

- (1) 75% of the premiums required at the start of the Period of Insurance, and
- (2) 25%, the balance, to be paid within six months of the end of that Period of Insurance.

However, in respect of any items on

- (1) Insured Profit or Gross Fees or Rentals or Revenue, or
- (2) Net Revenue

the premium paid will be adjusted when We receive a declaration for such items of the amount earned during the financial year most nearly concurrent with such Period of Insurance as reported by Your professional accountants.

If any Damage has occurred giving rise to a claim for loss under such items We will increase the declaration for the purpose of premium adjustment by the sum by which the amount earned was reduced during the financial year solely due to the Damage.

If the declaration

- (1) adjusted due to a claim as provided for above, and
- (2) proportionately increased where the Maximum Indemnity Period exceeds 12 months
  - (a) is less than 75% of the Sum Insured for such items for the relative Period of Insurance  
We will pay to You a pro rata return premium but not more than 33<sup>1</sup>/<sub>3</sub>% of the provisional premium paid.
  - (b) is more than 75% of the Sum Insured for such items for the relative Period of Insurance  
You will pay to Us a pro rata additional premium but not more than 33<sup>1</sup>/<sub>3</sub>% of the provisional premium paid.

If You fail to provide a declaration within six months of the end of such Period of Insurance You must pay the balance of 25%.

Any other part of this Section dealing with an annual return premium is cancelled.

Part 2 of this Clause applies only in respect of any insurance which is shown in Your Specification as being on the Declaration Linked Basis.

#### Part 2 (Declaration Linked Basis)

The first and annual premiums are provisional and they are based on 75% of Estimated Insured Profit or Gross Fees or Rentals or Revenue, or Net Revenue.

The premium paid will be adjusted when We receive a declaration for Insured Profit or Gross Fees or Rentals or Revenue or Net Revenue items.

The declaration must be

- (1) of the amount earned during the financial year most nearly concurrent with the Period of Insurance
- (2) confirmed by Your professional accountant
- (3) provided by You not later than six months after the expiry of each Period of Insurance.

If any Damage has occurred giving rise to a claim for loss under such items We will increase the declaration for the purpose of premium adjustment by the sum by which the amount earned was reduced during the financial year solely due to the Damage.

If the declaration

- (1) adjusted due to a claim as provided for above, and
- (2) proportionately increased where the Maximum Indemnity Period exceeds 12 months
  - (a) is less than 75% of the Estimated Insured Profit or Gross Fees or Rentals or Revenue, or Net Revenue for the relative Period of Insurance  
We will pay to You a pro rata return premium but not more than 33<sup>1</sup>/<sub>3</sub>% of the provisional premium paid.
  - (b) is greater than 75% of the Estimated Insured Profit or Gross Fees or Rentals or Revenue, or Net Revenue for the relative Period of Insurance  
You will pay Us an additional premium, which will be pro rata to the premium paid on 75% of the Estimated Amount.

Any other part of this Section dealing with an annual return premium is cancelled.

### C Salvage Sale

If following Damage, giving rise to a claim under this Section, You hold a salvage sale during the Indemnity Period, Paragraph (a) of the Basis of Settlement in respect of Insured Profit is amended so that We will pay in respect of reduction in Turnover the sum produced by applying the Rate of Insured Profit to the amount by which, due to Damage the Standard Turnover exceeds the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) from which sum shall be deducted the Insured Profit actually earned during the period of the salvage sale.

## Revenue Protection Business Interruption – Clauses

### **D** Departments

If You conduct The Business in departments and independent trading results are obtainable, the Basis of Settlement of the Insured Profit item will apply separately to each department affected by the Damage.

If the insurance is not on a declaration linked basis, if the Sum Insured by the Insured Profit item is less than the total of all the sums produced by applying the Rate of Insured Profit for each department of The Business (whether affected by the Damage or not) to its relative Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.

# Revenue Protection Business Interruption – Endorsements

## Business Interruption Endorsements

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

### **A Rent Receivable**

We will pay in respect of rent receivable the difference between

- (1) the rent which would have been receivable in respect of The Premises during the Indemnity Period but for the Damage
- (2) the amount of rent actually received during the same period

less any savings in charges or expenses of The Business, payable out of rent receivable, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured by this item is less than the rent which, but for the Damage would have been receivable during the 12 months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will

- (1) be Your own insurer for the difference
- (2) bear a rateable share of the loss.

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

### **B Additional Increased Cost of Working**

We will pay the additional expenditure necessarily and reasonably incurred due to the Damage solely for the purpose of avoiding or diminishing the reduction in Turnover (or Revenue, Fees, or Rentals as insured by this Section) during the Indemnity Period and which exceeds the amount recoverable as increase in cost of working, under Item 1 of this Section.

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

### **C Fines or Damages**

We will pay in respect of fines or damages for breach of contract, the sums You are legally liable to pay and will pay in discharge of fines or damages incurred solely due to the Damage, for non-completion or late completion of orders.

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

### **D Additional Cost of Rent**

We will pay the additional cost of rent necessarily and reasonably incurred by You for temporary premises, beyond the Maximum Indemnity Period under Item 1 of this Section during the Additional Maximum Indemnity Period stated in The Schedule.

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

### **Definition**

Additional Maximum Indemnity Period

The number of months stated in The Schedule in excess of the Maximum Indemnity Period under Item 1.

# Revenue Protection Business Interruption Insured Profit Declaration Linked Basis Specification

## Item

Estimated Insured Profit stated in The Schedule

## Definitions

*The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.*

### Estimated Insured Profit

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

### Insured Profit

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

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

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

### Indemnity Period

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

### Maximum Indemnity Period

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

### Rate of Insured Profit

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

### Annual Turnover

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

### Standard Turnover

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

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

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

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

### Turnover

Money paid or payable to You for

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

in course of The Business at The Premises.

### Uninsured Working Expenses

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

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

## Notes

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

## Basis of Settlement

This insurance is limited to loss of Insured Profit due to

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

We will pay

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

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

# Revenue Protection Business Interruption Insured Profit Declaration Linked Basis Specification

## Maximum Amount Payable

The maximum amount We will pay is

- (a) in respect of Insured Profit:
  - 133<sup>1</sup>/<sub>3</sub>% of the Estimated Insured Profit stated in The Schedule
- (b) overall:
  - 133<sup>1</sup>/<sub>3</sub>% of the Estimated Insured Profit stated in The Schedule, and
  - 100% of the Sums Insured by other items unless otherwise agreed by Us.

However, if at the time of the Damage the Sum Insured on Estimated Insured Profit is less than 50% of the sum produced by applying the Rate of Insured Profit to the Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss and the maximum amount We will pay is the Estimated Insured Profit stated in The Schedule.

## Clauses

*The following Clauses apply to this Specification.*

### Alternative Premises

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

### Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

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

### Automatic Reinstatement

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

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

### Premium Adjustment

You will supply, within six months of the expiry of each Period of Insurance, a professional accountants declaration of Insured Profit earned in Your last financial year most closely corresponding to the Period of Insurance.

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

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

- (a) is less than the Estimated Insured Profit, We will allow a pro rata return of up to 50% of the premium paid
- (b) exceeds the Estimated Insured Profit, You will pay a pro rata additional premium of up to 33<sup>1</sup>/<sub>3</sub>% of the premium paid.

### Renewal

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

### Uninsured Working Expenses

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

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

# Revenue Protection Business Interruption Revenue Declaration Linked Basis Specification

## Item

Estimated Revenue stated in The Schedule.

## Definitions

*The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.*

### Estimated Revenue

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

### Indemnity Period

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

### Maximum Indemnity Period

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

### Revenue

As stated in The Schedule.

### Annual Revenue

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

### Standard Revenue

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

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

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

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

## Notes

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

## Basis of Settlement

This insurance is limited to loss of Revenue due to

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

We will pay

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

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

## Maximum Amount Payable

The maximum amount We will pay is

- (a) in respect of Revenue  
133<sup>1</sup>/<sub>3</sub>% of the Estimated Revenue stated in the Schedule
- (b) overall  
133<sup>1</sup>/<sub>3</sub>% of the Estimated Revenue stated in the Schedule, and

100% of the Sums Insured by other items

unless otherwise agreed by Us.

However, if at the time of the Damage the Sum Insured on Estimated Revenue is less than 50% of the Annual Revenue (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss and the maximum amount We will pay is the Estimated Revenue stated in The Schedule.

## Clauses

*The following clauses apply to this Specification.*

### Alternative Premises

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

# Revenue Protection Business Interruption

## Revenue Declaration Linked Basis Specification

### Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

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

### Automatic Reinstatement

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

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

### Premium Adjustment

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

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

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

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

### Renewal

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

# Revenue Protection Business Interruption

## Increased Cost of Working – Commercial and Industrial Specification

### Items

Increase in Cost of Working Sum Insured stated in The Schedule.

Auditor's and Professional Accountant's Charges stated in The Schedule

The Schedule will state

- (1) which of the above items apply
- (2) any other items which apply.

### Definitions

*The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.*

#### Indemnity Period

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

#### Maximum Indemnity Period

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

#### Maximum Limit

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

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

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

#### Remainder Limit

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

#### Remainder Period

The Maximum Indemnity Period less three months.

### Basis of Settlement

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

The maximum amount We will pay will not exceed

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

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

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

#### Auditor's and Professional Accountant's Charges

We will pay Your auditor's and professional accountant's reasonable charges for

- (1) producing information We require for investigating any claim, and
- (2) confirming the information is in accordance with Your business books.

The maximum amount We will pay is the Sum Insured, for this Item, stated in The Schedule.

# Legal Liabilities Employers' Liability

## Definitions

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

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Compensation

Damages, including interest.

### Costs and Expenses

- (1) Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Inquiry
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

### Terrorism

Any act or acts including but not limited to

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

### The Defined Territories

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or offshore installations within the Continental Shelf around such territories.

### The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
  - (a) any director, partner or Employee of Yours

- (b) the officers, committees and members of Your
  - (i) canteen, social, sports, educational and welfare organisations
  - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
- (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
- (d) those who hire plant to You to the extent required by the hiring conditions or the personal representative of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims against The Insured arising out of one cause.

### The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

## Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation, and
- (2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

## Clauses

The following clauses apply to this Section.

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant which are owned and used by You.

## Legal Liabilities Employers' Liability

- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

### Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

### Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals.
- (2) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to any person other than an Employee.
- (3) in respect of any
  - (a) fines
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

### Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to the health and safety of any person other than an Employee.
- (3) where indemnity is provided by another insurance policy.

### Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
- (2) each Employee is £250 per day.

### Unsatisfied Court Judgments

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

## Legal Liabilities Employers' Liability

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.
- (2) the judgment was obtained in a court within The Defined Territories.
- (3) there is no appeal outstanding to the judgment.
- (4) the Employee, or his or her personal representative, assigns the judgment debt to Us.

### Exceptions

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

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
  - (a) accommodation, exploration, drilling or production rig or platform
  - (b) support vessel.
- (2) Bodily Injury sustained by any Employee when such person is
  - (a) carried in or upon a vehicle
  - (b) entering or getting on to, or alighting from, a vehicle  
where any road traffic legislation requires insurance or security.
- (3)
  - (a) liquidated damages.
  - (b) penalty clauses.
  - (c) fines.
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as stated in **Special Provision - Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

### Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000 including Costs and Expenses.

### Conditions

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

#### Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.  
  
In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.
- (2) Where it is stated in The Schedule that declarations apply
  - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require, and
  - (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

# Legal Liabilities Public and Products Liability

## Definitions

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

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Compensation

Damages, including interest.

### Costs and Expenses

- (1) Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Inquiry
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) Costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

### Damage

Physical

- (1) loss.
- (2) destruction.
- (3) damage.

### Personal Injury

- (1) Bodily Injury.
- (2) Wrongful
  - (a) arrest, detention or imprisonment.
  - (b) eviction.
  - (c) accusation of shoplifting.

## Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

## Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported

by You or on Your behalf and which is no longer in the custody or control of The Insured.

## Property

Material property.

## Terrorism

Any act or acts including but not limited to

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

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

## The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

## The Insured

- (1) You.
  - (2) Your personal representatives in respect of legal liability You incur.
  - (3) At Your request
    - (a) any director, partner or Employee of Yours
    - (b) the officers, committees and members of Your
      - (i) canteen, social, sports, educational and welfare organisations
      - (ii) first aid, fire, security and ambulance services
- in their respective capacities as such

## Legal Liabilities Public and Products Liability

- (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
- (d) those who hire plant to You to the extent required by the hiring conditions or the personal representatives of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of

- (1) Products Supplied
- (2) Pollution or Contamination.

The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

### The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

### The Works

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used for the period during which You are responsible under contract conditions.

## Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation, and
- (2) Costs and Expenses

in respect of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

## Clauses

*The following clauses apply to this Section.*

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises
- (2) upkeep of vehicles and plant which are owned and used by You
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (4) Your first aid, fire, security and ambulance services
- (5) Your participation in exhibitions
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

### Bona-Fide Subcontractors Condition

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

You must ensure that in connection with any work undertaken by any bona-fide sub-contractors You obtain evidence they have current policies providing indemnity for Public and Products Liabilities that

- (1) have a Limit of Indemnity of at least £2,000,000
- (2) cover the work to be undertaken
- (3) are effective for the duration of the contract
- (4) provide an indemnity to You as principal

and that You keep a written record of their insurer and policy number.

### Buildings Temporarily Occupied

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide indemnity in respect of Damage to

- (1) premises and their contents which You own or are loaned, leased, hired or rented to

## Legal Liabilities Public and Products Liability

- (a) The Insured.
  - (b) any other party who is carrying out work on Your behalf.
- (2) The Works.

### Cloakroom Cover

We will indemnify The Insured for accidental Damage to visitors' or guests' property held in The Insured's custody or control provided the Property is kept in an attended by You or an Employee or kept locked if unattended, and a ticket is issued to each person who deposits Property in the cloakroom.

The maximum We will pay for any one article or in any one Period of Insurance is £5,000.

We will not provide indemnity in respect of

- (1) Property being worked on.
- (2) Property stored for longer than 24 hours.
- (3) Damage to or caused by perishable articles.
- (4) the first £250 in respect of each and every event resulting in Damage to Property.

### Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which result from any deliberate act or omission by You
- (3) where indemnity is provided by another insurance policy.

### Contractual Liability

We will indemnify The Insured in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

### Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### Data Protection

We will indemnify The Insured in respect of

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

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

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) (a) Personal Injury other than as provided by this clause
- (b) Damage to Property
- (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
- (d) libel, slander or defamation.
- (2) consequential losses.
- (3) liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.
- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
- (5) liability under any penalty clause or any fine or statutory payment.
- (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.
- (7) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

## Legal Liabilities Public and Products Liability

### Defective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

### Employees' and Visitors' Personal Belongings

We will indemnify The Insured in respect of legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured
- (2) stored for a fee or other consideration by The Insured
- (3) in the custody or control of The Insured for the purposes of being worked upon.

### Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such damage caused other than by fire or explosion
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

### Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to any Employee
- (3) in respect of any
  - (a) fines
  - (b) remedial or publicity orders or any steps required to be taken by such orders
- (4) where indemnity is provided by another insurance policy.

### Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to the health and safety of any Employee
- (3) where indemnity is provided by another insurance policy.

# Legal Liabilities Public and Products Liability

## Legionella

We will indemnify The Insured for Pollution or Contamination caused by the discharge, dispersal, release or escape of legionella bacteria from premises owned, hired or rented by The Insured where the Pollution and Contamination is not caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place.

The maximum We will pay, including Costs and Expenses, for all events in any one Period of Insurance, is stated in The Schedule.

This cover only applies to claims made against You during the currency of this Clause or within 30 days of its expiry.

If We do not offer You renewal of the cover provided by this Clause We will cover The Insured for any occurrence happening during the currency of this Clause and before the expiry of the last Period of Insurance provided that

- (1) claims are made in writing within 90 days of the last Period of Insurance.
- (2) You exercise the right granted by this Clause no later than 30 days after the last Period of Insurance.
- (3) You pay the premium required by Us, which shall not exceed 20% of the annual premium, or pro rata equivalent, applicable to the last Period of Insurance.
- (4) The maximum We will pay, including Costs and Expenses, in respect of all claims made against You during the last Period of Insurance and within the amount of days shown in (1) above is the amount specified above as applying to this Clause.

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

You must ensure that in connection with any premises owned, hired or rented by You that You comply with the Health and Safety Commissions Approved Code of Practice – The control of legionella bacteria in water systems Ref ISBN 0-7176-1772-6 or any amending Code of Practice.

We will not provide cover for any

- (1) occurrence happening before the inception date of this clause under this policy
- (2) agreement unless liability would have existed otherwise.

## Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1)
  - (a) not owned by
  - (b) not loaned, leased, hired or rented to You nor provided by You  
and
- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer
- (2) while the vehicle is being driven by
  - (a) You.
  - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (3) where indemnity is provided by another insurance policy.

## Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
  - (a) any agreement unless liability would have existed otherwise.
  - (b) ownership or occupation of land or buildings.
  - (c) the carrying on of any trade or profession.
  - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
- (2) where indemnity is provided by another insurance policy.

## Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
- (2) each Employee is £250 per day.

## Sale of Animals Exclusion

We will not provide indemnity in respect of Your legal liability arising from breeding, selling or supplying dogs or any other animal.

# Legal Liabilities Public and Products Liability

## Exceptions

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

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by or on behalf of The Insured of any
  - (a) aircraft, aerial device or hovercraft
  - (b) watercraft exceeding eight metres in length
  - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
    - (i) where described in the Motor Contingent Liability Clause
    - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
- (3) Damage to Property
  - (a) which You own or is loaned, leased, hired or rented to The Insured
  - (b) which is held in trust or in the custody or control of
    - (i) The Insured
    - (ii) any other party who is carrying out work on Your behalfother than in the circumstances described in the Cloakroom Cover Clause, the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause.
  - (c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
  - (a) Products Supplied (other than Products Supplied under a separate contract).
  - (b) The Works.
- (5) recalling or making refunds in respect of
  - (a) Products Supplied.
  - (b) The Works.
- (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.

- (7)
  - (a) the carrying out of any work
  - (b) any Products Suppliedwhich affects or could affect
  - (i) the navigation, propulsion or safety of any aircraft or other aerial device
  - (ii) the safety or operation of nuclear installations.
- (8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
- (9)
  - (a) work in or on and travel to, from or within
  - (b) Products Supplied to any offshore
    - (i) accommodation, exploration, drilling or production rig or platform
    - (ii) support vessel.
- (10)
  - (a) liquidated damages
  - (b) penalty clauses
  - (c) fines
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.
- (12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as stated in **Special Provision - Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

## Legal Liabilities Public and Products Liability

### Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (12)(a) and (12)(b) above will apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to

- (a) £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause
- (b) £5,000,000 in respect of all events happening in any one Period of Insurance in respect of Products Supplied

or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.

- (13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property.

You will reimburse any such amount paid by Us.

- (14) (a) exposure to  
(b) inhalation of  
(c) fears of the consequences of exposure to or inhalation of  
(d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos.

- (15) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
- (a) Virus or Similar Mechanism
  - (b) Denial of Service Attack
  - (c) unauthorised access to or use of Computer and Electronic Equipment.

However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.

### Conditions

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

#### Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

- (2) Where it is stated in The Schedule that declarations apply
- (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require, and
  - (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

#### Security Staff Screening Condition

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

You must ensure that in connection with guarding, door supervision, close protection and other activities detailed in Section 3, Schedule 2 of the Private Security Industry Act 2001 or any amending or superseding legislation that

- (1) satisfactory written references and identity checks are obtained for all employees in accordance with British Standards 7499 Site guarding and security patrol and British Standards 7858 Background checks (for more information please visit <http://shop.bsigroup.com/Navigate-by/Standards/>)
- (2) all employees and sub-contractors engaged in such activities are licensed in accordance with the regulations laid down by the Security Industry Authority.

#### Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

# Legal Liabilities Public and Products Liability

## Endorsements

*This Section is subject to any Endorsements which are stated in The Schedule as applying.*

### Breach of Professional Duty Extension – Basic Negligence Only Cover

Notwithstanding Exception 6, this Public and Products Liability Section is extended to indemnify You against legal liability for Compensation and Costs and Expenses which arises in connection with The Business, for claims first made against You and notified in accordance with the Special Conditions, arising from any breach of professional duty as a direct result of any negligent act, negligent error or negligent omission.

The maximum We will pay under this extension, which is part of and not in addition to the Limit of Indemnity, in any one Period of Insurance is stated in the Schedule.

We will not pay the first £250 or any lesser amount for which a claim or loss may be settled.

The following Additional Exceptions and Special Conditions apply:

#### Additional Exceptions

We will not indemnify You

- (1) for any claim caused by or contributed to by any dishonest, fraudulent, criminal or malicious act or omission
- (2) where You are entitled to indemnity under another policy or arising from circumstances which have been
  - (a) notified under any other insurance or
  - (b) You knew about or should have known about, before inception of this extension
- (3) for any claim arising directly or indirectly from or caused by
  - (a) Your insolvency or bankruptcy
  - (b) trading losses or liabilities incurred by You or any business managed or carried on by You.
- (4) for liability arising out of, caused by or relating to any manufacturing defect in any goods or products supplied
- (5) for any infringement of copyright, patents, registered designs, trade marks or passing-off
- (6) for any libel or slander unless You can show that it was committed in good faith
- (7) for any claim arising out of liability assumed by You under any contractual agreement, warranty, Collateral Warranty or Duty of Care Agreement
  - (a) where You assume a standard of care greater than that reasonably expected of Your profession, or
  - (b) by which You warrant or guarantee a particular outcome, or
  - (c) by which You agree to pay a contractual penalty or liquidated damages in the event of breach, or

- (d) which provides greater benefit or a longer lasting benefit than that given to the party with whom You originally contracted, or
  - (e) for losses caused otherwise than through any negligent acts or negligent omissions, unless such liability would have attached to You in the absence of the features listed above.
- (8) for any claim or loss arising directly or indirectly from or caused by any work undertaken by You or on Your behalf prior to the retroactive date stated in The Schedule.

#### Special Conditions

For the purposes of this extension these Special Conditions replace Policy Condition 4a

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

- (1) You shall give written notice to Us as soon as practicable if, during the Period of Insurance and regardless of any Excess, You receive any
  - (a) claim or
  - (b) notice of intention to make a claim.

In the event that it is not possible to give Us such notice before the end of the Period of Insurance then You must do so not later than 10 days after the end of the Period of Insurance.

- (2) If You should become aware of any circumstance that might give rise to a claim or loss, You shall give written notice to Us of such circumstance as soon as practicable and in any event not later than the last day of the Period of Insurance.

Any claim or loss subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by Us.

The following definition is applicable to this extension

#### Collateral Warranty or Duty of Care Agreement

Any contractual or other agreement entered into by You which acknowledges or accepts that You owes a duty of care to, or are or may be responsible for, the losses of any party other than their direct client to whom they are contracted to provide services.

All other terms, conditions, definitions and exceptions in this Public and Products Liability Section apply to this extension unless expressly stated otherwise.

#### North American Products Supplied Exclusion

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

# Legal Liabilities Public and Products Liability

## Optional endorsements

### Cash Carrying Extension – Annual Policies

We will indemnify You in respect of Your legal liability to pay compensation for loss or Damage to Money or Bodily Injury arising from Your activities involving carriage of customers' Money.

We will not indemnify You for the first £750 or 7.5% of each and every claim, whichever the greater.

### Cash Carrying Extension – 30 Day Policies

We will indemnify You in respect of Your legal liability to pay compensation for loss or Damage to Money or Bodily Injury arising from Your activities involving carriage of customers' Money.

The maximum We will pay in respect of any one claim is £30,000.

We will not indemnify You for the first £750 or 7.5% of each and every claim, whichever the greater.

### Deliberate Acts Extension

We will indemnify You in respect of Your legal liability to pay compensation arising from You or Your Employee deliberately failing to fulfil a contractual obligation or neglecting to ensure any contractual obligation has been met.

We will not provide indemnity in respect of the first £500 of each and every claim.

### Failure to Perform Exclusion

We will not provide indemnity in respect of Your legal liability arising out of:

- (1) the failure to carry out the duties You have been contracted to perform
- (2) the failure, alleged failure or unsuitability of Products Supplied by You to perform correctly their intended function.

### Failure to Perform Exclusion – Drug & Explosive Detection and Dog Training

We will not provide indemnity in respect of Your legal liability arising out of:

- (1) the failure to carry out the duties You have been contracted to perform
- (2) the failure, alleged failure or unsuitability of Products Supplied by You to perform correctly their intended function

in respect of any of Your activities involving drug and explosive detection using security dogs and dog training

## Fidelity Bonding

- (1) We will indemnify You in respect of Your legal liability for accidental Damage to Property and/or loss of Money sustained by Your customers as a result of any act of fraud, dishonesty or embezzlement committed by Your Employees

Provided that

- (a) The events insured by this clause are committed and notified to Us during the same Period of insurance or within 30 days of its expiry
- and
- (b) You co-operate with Us in seeking reimbursement from any defaulting Employee any sums paid or payable under this clause.
- (2) The maximum We will pay in respect of the total of all claims in any one Period of Insurance is £100,000.
  - (3) We will not provide indemnity in respect of
    - (a) The misuse of customers telephones
    - (b) The first £500 of each and every claim.

## Financial Loss Excluding Products Extension

We will indemnify The Insured for legal liability for Financial Loss arising from or caused by

- (1) accidental
  - (a) escape or discharge of any substance or gas from any premises owned or occupied by You
  - (b) stoppage or interference with pedestrian, rail, air, vehicular or waterborne traffic
  - (c) obstruction, loss of amenities, trespass, nuisance or similar cause
- (2) such other occurrence that is not a deliberate or intentional act by or omission of any party entitled to cover by this policy the effect of which will knowingly result in Financial Loss.

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

We will not provide cover for

- (1) Financial Loss as a result of
  - (a) Circumstances which, at the inception of this Extension, The Insured knew or ought to have known about and were likely to give rise to a claim
  - (b) Products Supplied
  - (c) Liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement that would not have attached in the absence of such contract or agreement
- (2) The first 10 per cent or £1,000 whichever is the greater of each and every claim.

## **Legal Liabilities Public and Products Liability**

### **Definition**

“Financial Loss” shall mean a pecuniary loss suffered by any party other than The Insured or any Employee and not caused by Bodily Injury or Damage to Property.

### **Guard Dogs Condition**

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

You must ensure that in connection with the keeping or use of guard dogs You comply with the Guard Dogs Act 1975 or any subsequent amending legislation or where applicable any similar legislation in Northern Ireland the Channel Islands or the Isle of Man.

### **Loss of Keys Extension**

We will indemnify You for the reasonable cost of replacement keys, electronic pass cards and/or locks, and any financial losses incurred by the customer arising from the inability to gain access to their premises where You have lost their keys whilst those keys were in Your custody.

The maximum amount We will pay is £75,000 in total in any one period of insurance.

### **Vehicle Immobilisation Extension – Annual Policies**

We will indemnify You in respect of Your legal liability to pay compensation for loss or Damage to Money or Bodily Injury arising from Your activities involving immobilisation of third party vehicles.

You must ensure that

- (1) any claim is first made against You and notified to Us during the Period of Insurance
- (2) all personnel including Employees and sub-contractors hold the appropriate SIA (security Industry Authority) licence granted under The Private Security Industry Act 2001, or Vehicle Immobiliser licence.

We will not indemnify You for the first £750 or 7.5% of each and every claim, whichever the greater.

### **Vehicle Immobilisation Extension – 30 Day Policies**

We will indemnify You in respect of Your legal liability to pay compensation for loss or Damage to Money or Bodily Injury arising from Your activities involving immobilisation of third party vehicles.

You must ensure that

- (1) any claim is first made against You and notified to Us during the Period of Insurance
- (2) all personnel including Employees and sub-contractors hold the appropriate SIA (security Industry Authority) licence granted under The Private Security Industry Act 2001, or Vehicle Immobiliser licence.

The maximum We will pay in respect of any one claim is £75,000.

We will not indemnify You for the first £750 or 7.5% of each and every claim, whichever the greater.

# Employee Benefits Personal Accident

## Definitions

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

### Accidental Bodily Injury

- (1) injury caused by accidental and/or violent means
- (2) exposure

occurring within 24 months from the date of the accident by which such injury is caused.

### Gross Wages

The Insured Person's wages plus the average annual overtime/commission/bonus payments received in the three years immediately preceding the date of accident (all prior to deductions) or for weekly paid employees 52 times the Insured Person's weekly wage plus the average weekly overtime/commission/bonus payments received in the 156 weeks immediately preceding the date of accident (all prior to deductions).

### Insured Journey

Any authorised journey in connection with The Business which begins during the Period of Insurance and

- (1) starts from the time the Insured Person leaves their home or, if later, their place of business to travel within the Geographical Limits stated in The Schedule, and
- (2) continues during the entire period of the journey, and
- (3) terminates at the time of return to their home, or if earlier, their place of business.

If the Insured Journey is solely within the United Kingdom, cover will only be operative only if the journey involves an air flight and/or overnight stay away from home.

Any period of holiday which is purely ancillary to the Insured Journey shall be deemed to be included within the period of the Insured Journey provided that it is otherwise within the period set out above.

### Insured Person

- (1) You
- (2) any director of Yours, or partner, or proprietor of The Business
- (3) any Employee of Yours under a contract of employment with You

aged 80 or under.

### Loss of Limb

Shall mean in respect of

- (1) an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), and/or

- (2) a leg – physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

### Terrorism

Any act or acts including but not limited to

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

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

### Cover

We will pay compensation to You or Your personal representatives for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which, solely, directly and independently of any other cause, results in any of the following Contingencies

- (1) death
- (2) total and permanent loss of sight in one or both eyes and/or total and permanent loss of hearing in one or both ears
- (3) loss of one or more limbs
- (4) any other total and permanent disablement which lasts without interruption for more than 12 months from the date of the accident and prevents the Insured Person from pursuing any occupation
- (5) temporary total disablement which prevents the Insured Person from pursuing their normal occupation
- (6) temporary partial disablement which prevents the Insured Person from pursuing a substantial part of their normal occupation.

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

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

# Employee Benefits Personal Accident

## Clauses

The following clauses apply to this Section.

### (1) Amounts Payable

We will pay

- (a) the compensation stated in The Schedule with weekly benefit being paid at four weekly intervals
- (b) compensation under contingencies (5) and/or (6) for a maximum of two years from the date that the disablement started
  - but where We pay compensation under any of contingencies (1) to (4)
    - (i) any weekly benefit being paid for the same injury will stop
    - (ii) this insurance will end for the Insured Person.

We shall not be liable for any amount in excess of the maximum accumulation limit of £1,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the benefit payable to each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.

### (2) Disappearance

If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, that person will be presumed to have died.

However, You will repay any compensation if the Insured Person is found to have been alive or is found alive.

### (3) Medical Evidence

- (a) We may, at Our expense, arrange for an Insured Person to undergo
  - (i) a medical examination, or
  - (ii) a post mortem examination
- (b) You or Your legal representative will supply to Us, at Your expense, any
  - (i) certificate
  - (ii) information
  - (iii) evidence

in the format We require.

### (4) Medical Expenses

When We pay compensation under contingencies (5) or (6), We will also pay up to 30% of this amount in respect of medical expenses incurred, subject to a maximum of £10,000 in respect of any one Insured Person.

### (5) Gross Wages

Where compensation is on a wages basis, the amount payable shall be the average weekly wage

- (a) in the 12 week period before the date of the Accidental Bodily Injury, or
- (b) any shorter period if the Insured Person has been employed by You for less than 12 weeks.

We will not include overtime, commission or bonus payments unless these are guaranteed.

## Exceptions

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

We will not pay compensation for Accidental Bodily Injury directly or indirectly caused by

- (1)
  - (a) the Insured Person suffering from any disability due to a gradually operating cause
  - (b) suicide or attempted suicide
  - (c) deliberate exposure to danger (except in an attempt to save human life)
  - (d) the Insured Person's own criminal act
  - (e) the Insured Person being in a state of insanity
  - (f) flying or other aerial activities (except while travelling as a passenger by a recognised airline)
  - (g) pregnancy or childbirth
- (2) an Insured Person practising for or taking part in
  - (a) mountaineering or rock climbing requiring use of ropes or guides
  - (b) pot-holing
  - (c) winter sports
  - (d) any kind of racing (except foot races)
  - (e) speed or time trials
  - (f) naval military or air force service or operations
- (3) the effects of alcohol or drugs (other than drugs prescribed by a doctor)
- (4) any treatment for drug addiction

## Employee Benefits Personal Accident

- (5) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision – Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (5)(a) and/or (5)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit) the burden of proving that any such consequence is covered (or is covered beyond that limit) under this Section shall be upon You.

### **Special Provision – Terrorism**

Subject otherwise to the terms of the policy

Neither of the exclusions in (5)(a) and (5)(b) above shall apply to this Section provided that the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of

- (i) any limits, amounts payable or maximum accumulation stated in The Schedule,  
or
- (ii) £1,000,000

In the event of a claim exceeding the total amount payable under this **Special Provision – Terrorism** Our liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

## Endorsements and Conditions

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

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

### **Index Linking**

At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

# Policy Conditions

## Policy Conditions

All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy.

### (1) Alteration of Risk

If

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury, or
- (b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

### (2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

### (3) Cancellation

- (a) You may cancel this policy at any time after the date We have received the premium, by providing 30 days notice in writing to Us.
- (b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (a) or (b) above, and provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment

- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and which are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

### (4) Claims Procedure

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

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
  - (i) 30 days, or
  - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons

of You becoming aware of the event or occurrence, or such further time that We may allow.

- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

### (5) Contribution

#### Applicable to Employers' Liability Section and Public and Products Liability Section

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

# Policy Conditions

## Applicable to all other Sections insured by this Policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

## (6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity, or
  - (b) the Sum Insured, or
  - (c) a smaller amount for which a claim can be settled
- after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

## (7) Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (a) refuse to pay the claim
- (b) recover from You any sums paid by Us to You in respect of the claim
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (a) refuse to pay the claim
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided)
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

## (8) Identification

The policy and The Schedule will be read as one contract.

## (9) Non Disclosure, Misrepresentation or Misdescription

### (a) Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid;
  - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement and/or
  - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

### (b) Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
  - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

# Policy Conditions

This condition operates in addition to any provisions relating to underinsurance in this policy.

## (10) Reasonable Precautions

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
  - (i) loss, destruction or damage to the Property Insured
  - (ii) accident or injury to any person or loss, destruction or damage to their property.
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

## (11) Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

## (12) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy, or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

## (13) Index Linking

- (a) Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices or any alternative index specified by Us in Our reasonable opinion

- (i) any buildings and tenants improvements item

The General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

- (ii) other items

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

In the event of a negative index We will retain Your existing amounts insured, unless You advise Us otherwise.

- (b) Claims.

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

## (14) Long Term Undertaking

Where a Section is stated in The Schedule to be subject to a Long Term Undertaking a discount of 5% under that Section is allowed in consideration of You having provided an undertaking with effect from the date stated in The Schedule to offer annually for a period of three years the insurance under the Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that:

- (a) We will be under no obligation to accept an offer made in accordance with such an undertaking
- (b) the Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in The Business.

The discount does not apply to any inspection fees charged under the Engineering Section of this policy.

The above mentioned undertaking applies to any policy which may be issued by Us in substitution for this policy and the same discount shall be allowed.

# Policy Conditions

## (15) Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- (a)
  - (i) providing Us with any additional information
  - (ii) completing any actions agreed between You and Us
  - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, allowing Us access to The Premises and/or The Business to carry out survey(s) and Your compliance with any risk improvements identified.

If this is the case, then The Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

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

- (i) modify Your premium,
- (ii) amend the terms and conditions of this policy,
- (iii) require You to make alterations to The Premises and/or to comply with any risk improvements identified,
- (iv) exercise Our right to cancel Your policy under Policy Condition (3) Cancellation,
- (v) leave the policy terms, conditions, and premium unaltered.

If We proceed with any of (i) (ii) and (iii) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

# Policy Exceptions

## Exceptions

The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the Exceptions contained in each Section.

We will not indemnify You in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
  - (a)
    - (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
    - (ii) mutiny or military uprising, martial law
  - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the following Sections, when insured by this policy
  - (a) Property Damage – Specified Contingencies
  - (b) Property Damage – All Risks
  - (c) Theft
  - (d) Computer
  - (e) Electronic Equipment
  - (f) Business All Risks
  - (g) Goods in Transit
  - (h) Money and Assault
  - (i) Glass
  - (j) Engineering
  - (k) Contract Works
  - (l) Business Interruption
  - (m) Book Debts
  - (n) Loss of Licence.

- (2) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
    - (a) Employee Dishonesty
    - (b) Terrorism
    - (c) Employers' Liability
    - (d) Professional Indemnity
    - (e) Directors and Officers Liability
    - (f) Management Liability.
  - (3) exception (1) (b) does not apply to the following Sections, when insured by this policy
    - (a) Public and Products Liability
    - (b) Personal Accident.
  - (4) exceptions (1) (a) and (1) (c) do not apply to the Personal Accident Section and Business Travel Sections, when insured by this policy, while the Insured Person is undertaking an Insured Journey.
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from
    - (a)
      - (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
      - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
    - (b) the use of any weapon or device
      - (i) dispersing radioactive material and/or ionising radiation, or
      - (ii) using atomic or nuclear fission and/or fusion or other like reaction.
    - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended.

However,

- (1) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
  - (a) indemnify another party, or
  - (b) assume the liability of another party

## Policy Exceptions

- (2) exceptions (2) (a) and (2) (b) do not apply to the following Sections, when insured by this policy
- (a) Employee Dishonesty
  - (b) Professional Indemnity
  - (c) Directors and Officers Liability
  - (d) Management Liability.
- (3) exceptions (2) (a), (2) (b) and (2) (c) do not apply to the Terrorism Section when insured by this policy.
- (3) (a) Money, negotiable instruments and specie
- (b) securities and bonds
  - (c) jewellery
  - (d) precious stones
  - (e) precious metals
  - (f) bullion
  - (g) furs
  - (h) curios and antiques
  - (i) rare books
  - (j) works of art
  - (k) goods held in trust or on commission
  - (l) documents
  - (m) manuscripts
  - (n) business books
  - (o) computer systems records
  - (p) explosives and hazardous substances
  - (q) property in transit
- unless specifically mentioned.
- However, exceptions (3) (a) to (q) do not apply to the following Sections, when insured by this policy
- (1) Terrorism
  - (2) Employers' Liability
  - (3) Public and Products Liability
  - (4) Commercial Legal Protection.

- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
  - (b) media or systems used in connection with anything referred to in (a) above
- whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
  - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section
  - (a) Property Damage
  - (b) Money and Assault
  - (c) Engineering
  - (d) Computer
  - (e) Electronic Equipment.
  - (f) Business Interruption.
- (2) exceptions (4) (a) and (4) (b) do not apply to the following Sections, when insured by this policy
  - (a) Employee Dishonesty
  - (b) Loss of Licence
  - (c) Terrorism
  - (d) Employers' Liability
  - (e) Personal Accident
  - (f) Professional Indemnity
  - (g) Directors and Officers.

# Policy Exceptions

## Definition

The following definition only applies to this exception

‘Defined Contingency’

fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.



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