Sugarcraft and Cake Making
Policy

Arranged by:

ADS INSURANCE

ansvar

Business, Office and Retail
is especially designed for social enterprises, commercial organisations, shops and offices undertaking business activities.

Welcome to Ansvar

Thank you for insuring with Ansvar and we welcome you as a policyholder.

We have been trading in the UK for more than 60 years with our roots firmly established as a socially responsible general insurer. Ansvar is a business division of Ecclesiastical Insurance Office plc.

Your policy wording, including the schedule is the evidence of the legal contract for this insurance. You should read this policy and check your details in the schedule carefully. The schedule is normally reissued each time there is a change in policy details or in policy cover. Please contact your insurance advisor or us immediately if this policy or the schedule does not meet your insurance needs or contains any mistakes.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure for full details.

Underwritten by Ecclesiastical Insurance Office plc

Where to find what you are looking for

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Making a Claim

ANY CLAIMS APART FROM GLASS OR LEGAL EXPENSES

Phone: 0345 606 0431

For new claims the services are available 24 hours a day, 7 days a week.
For enquiries about existing claims, the services are available from Monday to Friday 8am to 6pm.
Email: **ansvarclaims@ansvar.co.uk**
Online: **www.ansvar.co.uk**

EMERGENCY GLASS REPLACEMENT

Phone: 0345 6000 148

- If you suffer glass breakage you can call our selected specialist provider who will effect a rapid repair.
- If you are insured for glass breakage, they will issue separate invoices to:
  - you in respect of any policy excess and recoverable VAT
  - Ansvar for the remaining cost.
- If the glass is not insured, you will be solely responsible for the entire cost of repairs.

LEGAL EXPENSES

Phone ARAG: 0345 850 8946 quoting reference EPS/6970243

Email: **claims@arag.co.uk**
Write to: Claims Department, ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW

If you wish to speak to ARAG about a legal problem or make a claim, please phone 0345 850 8946. ARAG will ask you about your legal issue and if necessary, call you back to deal with your query.

Please do not ask for help from a lawyer or anyone else before ARAG have agreed that you should do so. If you do, we will not pay the costs involved even if ARAG accept the claim.

To report your claim, call ARAG on 0345 850 8946, available 24 hours a day, 7 days a week. Have your reference number EPS/6970243 ready and ARAG will ask you about your claim.

ARAG will check your claim is covered by your policy and, if it is, will send it to a lawyer who specialises in your type of claim.

The lawyer will assess your case and tell you how likely it is you will win. If you are more likely than not to win, the lawyer will manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. Please visit www.arag.co.uk for more details on how to claim.

FOR ALL CLAIMS

- The action to be taken by you in the event of any incident which may give rise to a claim is shown in general condition 11 (Claims Procedure (Your Duties)) of this policy.
- Additional actions to be taken by you in the event of a claim also apply to the Personal Accident and Cyber sections, you should refer to those sections for full details.
- Some sections of the policy contain special requirements, these are things that you must, or must not do. Failure to comply with a special requirement could mean that we will not pay a claim. Special requirements can be found before the extensions to a section of cover.

The following notes may assist in relation to particular covers. Please note that failure to follow these steps could affect whether the claim is covered or the amount we pay.

PROPERTY DAMAGE AND ALL RISKS

- After any loss or damage you must take all reasonable steps to prevent further loss or damage.
- If the damage is serious, we may decide to appoint an independent loss adjuster or investigator to deal with your claim, therefore you must contact our claims department immediately for further assistance.
- Claims for damage by riot, civil commotion, strikes or labour disturbances must be reported to us and the police within 7 days in order to protect your, and our, rights of recovery against the police authorities.
- If possible, obtain competitive estimates for the repair and, if requested by us, submit with a completed claim form for our approval. Please send any requested claim form to us immediately should there be any delay in obtaining estimates.
- Once we have agreed an estimate, you can get the work done and send the final account to us for reimbursement (subject to any policy terms).
- A full specification of the damaged property is required together with substantiation, e.g. original purchase receipt, photographs of the article or payment receipts etc. Forward the requested information, with a completed claim form where requested, for our approval.
- Whenever appropriate we aim to provide replacements and we may use our preferred supplier.
- When necessary, you should arrange for emergency repairs to be carried out to prevent further damage.

LIABILITY (CLAIM BEING MADE AGAINST YOU)

- If someone is making a claim against you, please notify us immediately.
- Do not make any promise to pay.
- Send any letter or document, email or electronic message to us unanswered.

MONEY

We require substantiation to support your claim and the loss needs to be reported to the police immediately on discovery.

REFRIGERATED CONTENTS

Please compile a list of the spoilt contents and if possible, a photograph of the items.

SALVAGE

All salvage must be protected and retained for our inspection, unless we or the loss adjuster have instructed you to the contrary.

THEFT, LOSS AND MALICIOUS DAMAGE

Tell the police as soon as reasonably possible if property is stolen or maliciously damaged and obtain a crime reference number. If a valuable item is lost, you should still contact the police in case your property has been handed in. You must take all reasonable steps to prevent any further loss.

Helpline and Online Services

Phone ARAG: **0345 850 8946** quoting reference EPS/6970243

In the event of a problem, you can obtain help from any of the following helpline services.

- These are available 24 hours a day 365 days a year for all our policyholders (unless we say otherwise), however in some instances, we may need to arrange to call you back.
- To help check and improve the services all calls may be recorded.
- We and the suppliers will not accept responsibility if the Helpline Services fail for reasons we or they cannot control.
- Please do not phone ARAG to report a general insurance claim.

The following are provided by ARAG Law Limited and/or a preferred law firm on behalf of ARAG Legal Expenses Insurance Company Limited (ARAG).

EMERGENCY ASSISTANCE

In the event of an unforeseen emergency affecting your premises, which causes damage or potential danger, ARAG will contact a suitable repairer or contractor and arrange assistance on your behalf.
You are responsible for paying contractors' fees, but if the damage is covered under your policy you will be able to submit a claim in the normal way.

COMMERCIAL LEGAL ADVICE

Advice can be provided on any commercial legal problem affecting the business, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible, ARAG will arrange a call back at a time to suit you.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist matters, ARAG will refer you to one of their specialist advisors. Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, ARAG will arrange to call you back.

TAX ADVICE (COMMERCIAL)

Advice can be provided on any tax matters affecting the business, under UK law.
This service is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, ARAG will arrange to call you back.

COUNSELLING

Phone ARAG: **0345 850 8947**

ARAG will provide your employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone, if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by ARAG.

The counselling service helpline is open 24 hours a day, seven days a week.

The following are provided by ARAG Legal Expenses Insurance Company Limited (ARAG).

EMPLOYMENT MANUAL

The ARAG Employment Manual offers comprehensive, up to date guidance on employment law.
To view it, please visit **arag.co.uk/customer/business-legal-expenses-insurance/employment-manual/**

If you'd like notifications of when updates are made to the Employment Manual, please email ARAG at employmentmanual@arag.co.uk quoting your reference number as above.

ARAG BUSINESSLAW

www.aragbusinesslaw.co.uk

What is ARAG Businesslaw?

ARAG Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business, as well as helping you to manage its exposure to legal risk.

ARAG Businesslaw's document builders can help you quickly create documents such as:

- HR policies
- T&C documentation
- Privacy statements
- Copyright and trademark licences
- Data protection policy
- Employee contracts
- Debt recovery letters.

Helpline and Online Services

In addition, ARAG Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow your business.

How do I get started?

1. Visit www.ARAGbusinesslaw.co.uk
2. Enter DASBECC100 into the 'voucher code' text box and press Validate Voucher
3. Fill out your name and email address, create a password, and specify what type of business you have
4. Validate your email address by pressing the link in the confirmation email that you receive.

RISK ADVICE LINE (provided by Ecclesiastical professionals or external specialists)

Phone: **0345 600 7531**

Email: **risk.advice@ecclesiastical.com**

Risk specialists are on hand to advise you on a range of topics, including:

- property protection, security, business continuity planning
- health and safety, food safety, environmental management
- construction safety, fire safety, occupational health, water safety or asbestos.

This helpline is available Monday to Friday 9am to 5pm (excluding public and bank holidays).

The Financial Services Compensation Scheme (FSCS)

We are covered by The Financial Services Compensation Scheme (FSCS).

What this means for you

If we are unable to meet our obligations to you, the FSCS may be able to provide you with compensation. Limits apply depending on the product you have bought.

For further information on the scheme and the limits that apply, you can visit the website at **www.fscs.org.uk** or by contacting the FSCS directly on **0207 741 4100** or **0800 678 1100**.

Complaints Procedure

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or by phone at any time to:

FOR ALL COMPLAINTS OTHER THAN LEGAL EXPENSES COMPLAINTS

Ansvar Insurance
4th Floor, The Office, 1 Market Square, Circus Street, Brighton, BN2 9AS.

Phone: 0345 60 20 999

Email: **ansvar.complaints@ansvar.co.uk**

FOR LEGAL EXPENSES COMPLAINTS

ARAG Legal Expenses Insurance Company Limited
Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW

Phone: 0344 893 9013

Email: **customer-relations@arag.co.uk**

Online complaint form: **arag.co.uk/complaints**

OUR PROMISE TO YOU

We will aim to deal with your complaint within one business day.

To deal with your complaint we will:

- investigate your complaint thoroughly and impartially;
- keep you informed of the progress of the investigation; and
- respond in writing to your complaint as soon as possible.

For more complicated issues, we may need a little longer to investigate and we may ask you for more information to help us reach a decision.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will tell you about your right to take the complaint to:

Financial Ombudsman Service

Exchange Tower, Harbour Exchange, London, E14 9SR

Phone: 0800 023 4567

Email: **complaint.info@financial-ombudsman.org.uk**
Website: **www.financial-ombudsman.org.uk**

This complaints procedure does not affect your right to take legal proceedings.

Policy Wording

This policy, its schedule, any endorsements and certificates are to be read together as one document.
We will insure ***you*** as detailed in the policy's schedule, subject to the terms and conditions of this policy, during the ***period of insurance*** shown in the schedule, provided that ***you*** pay the premium and ***we*** accept the premium. ***We*** will communicate with ***you*** in English at all times.

SPECIAL NOTE (not forming part of this policy wording):
This policy includes:

a) general exclusions and conditions. These apply to each and every section of this policy unless stated otherwise. The following general conditions are of particular importance and explain about:
- Cancellation: when you or we could cancel this policy
- Misrepresentation: what happens if you misrepresent the risk to us or fail to disclose information
- Fraud: the consequences of making a fraudulent claim
- Alteration of risk: what you must do if the risk changes and the consequences if you fail to tell us
- Law applicable: the law this policy shall be governed and construed in accordance with.

b) special requirements. These are the requirements that you must comply with. The requirements are designed to reduce the risk of a claim or loss occurring, its severity, or the amount of a loss and we will not cover you if they have not been complied with. In some instances, we will still cover the claim or loss if you can establish that the failure to comply could not have increased the risk of the claim or loss arising in the circumstances in which it arises. We will say if this applies.

Definitions

Some words or phrases used in this policy and its endorsements are in ***bold italics*** and have particular meanings that are stated below unless otherwise specified. If they are not in ***bold italics*** then the normal everyday meaning will apply. These definitions apply equally where used in the singular or plural unless otherwise stated. The Terrorism section contains additional definitions, full details of which are contained in the Terrorism section.

accident	a) the actual breaking, failure, distortion or burning out of any part of the ***covered equipment*** whilst in ordinary use, arising from defects in the ***covered equipment***, causing its sudden stoppage and necessitating repair or replacement before it can resume work b) fracturing of any part of the ***covered equipment*** by frost when such fracture renders the ***covered equipment*** inoperative c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary d) ***electronic derangement*** e) rupture or bursting caused by centrifugal force f) artificially generated electrical current including electric arcing that damages electrical devices, appliances or wires g) ***explosion*** or ***collapse*** of ***covered equipment*** operating under steam or other fluid pressure h) ***damage*** to hot water boilers, other water heating equipment, oil or water storage tanks or other ***covered equipment*** operating under steam or fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment i) ***damage*** caused by operator error that results in the overloading of ***covered equipment***
act of terrorism	a) The following definition applies to any section, or part of a section, for Property Damage, Business Interruption, All Risks and Money: in respect of: i. England Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto ii. all other instances an act including, but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear b) The following definition applies to any section, or part of a section, for Employers' Liability, Public and Products Liability or Cyber an act including, but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear c) The following definition applies to any section, or part of a section, for Personal Accident an act including, but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

Definitions

anchor location	a well-known third party business which is responsible for, and which ***your activities*** depends upon, attracting customers to the ***premises***
appointed representative	the ***preferred law firm or tax consultancy***, law firm, accountant or other suitably qualified person ***we*** appoint to act on the ***insured person's*** behalf in accordance with the terms of the Legal Expenses section to this policy
ARAG	ARAG Legal Expenses Insurance Company Limited
ARAG Standard Terms of Appointment	the terms and conditions (including the amount ***we*** will pay to an ***appointed representative***) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee) Where a law firm is acting on the ***insured's*** behalf, the amount ***we*** will pay is currently £100 per hour. This amount may vary from time to time.
asbestos	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos
bodily injury	death, illness, injury or disease
buildings	the buildings at the ***premises*** used for ***your activities***, including: a) landlords fixtures and fittings b) ***fixed glass*** forming part of the buildings c) piping, ducting, cabling, wiring and associated control gear and accessories on the ***premises*** and extending to the public mains d) tenants' improvements e) ***outbuildings*** f) walls, gates, fences, decking, lychgates, monuments, notice boards, nameplates, signs and fixed garden seating g) paths, drives, car parks and other paved or hard-standing areas h) swimming pools i) fixed outdoor adventure and playground equipment j) artificial playing surfaces k) inspection covers and fixed: i. lighting ii. storage tanks iii. plant iv. alarm equipment v. closed circuit television equipment external to the buildings l) the following items fixed to the buildings: i. wind turbines less than 10kw generating capacity ii. solar or photovoltaic panels less than 50kw generating capacity m) aerials and satellite dishes fixed to the buildings all belonging to ***you*** or for which ***you*** are responsible The definition of ***buildings*** does not include: a) bridges, dams, land piers, jetties, culverts, excavations and marquees b) property or structures in the course of construction, or erection and any materials or supplies in connection with such property or structure (except where insured under the Minor Contract Works extension to the Property Damage section of this policy)
claim	***your*** request to ***us*** for indemnity, reimbursement or benefit under the terms of this policy, provided that a claim includes a single loss or series of losses arising from one event consequent on or attributable to one source or original cause
claim made	a) any ***claim*** notified to ***us***, or b) any circumstances which may give rise to a ***claim*** that ***you*** discover and notify to ***us*** during the ***period of insurance***
collapse	the sudden and dangerous distortion (whether or not attended by rupture) of any part of the ***covered equipment*** caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

Definitions

computer equipment	a) electronic computer or other data processing and/or storage equipment b) projectors, printers, scanners and other peripheral devices used in conjunction with a) c) ***portable computer equipment*** owned by ***you*** or for which ***you*** are responsible For the Equipment Breakdown section only this definition is extended to include d) software and programs licensed to ***you*** and installed on a) above
computer media	all forms of electronic magnetic and optical tapes and discs for use in any ***computer equipment***
computer system	any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility For the Cyber section only this definition is as follows: ***hardware***, ***data***, computer networks, websites, intranet and extranet sites
computer virus	any malware, program code or programming instruction designed to have a damaging effect on a ***computer system***
contents	electronic equipment, furniture, fixtures, fittings, plant, machinery, appliances, ***documents***, ***computer equipment***, ***data*** and all other contents, all used in connection with ***your activities*** and belonging to ***you*** or for which ***you*** are responsible The definition of ***contents*** does not include: a) landlords' fixtures and fittings b) tenants' improvements c) property more specifically insured d) clothing and personal effects e) ***money***, credit or debit cards f) securities and financial instruments of any description whether negotiable or non-negotiable g) watercraft (unless non-mechanically propelled and under 9 metres in length), aircraft and aerospatial devices, hovercraft, vehicles licensed for road use (other than power assisted wheelchairs or domestic gardening equipment), railway locomotives, rolling stock, horse boxes, trailers, trailer tents, caravans or any of the parts or accessories that belong to any of them h) any living creatures i) trees, shrubs, plants or other vegetation (except where more specifically noted by this policy) j) ***stock*** k) explosives l) any property owned by or the responsibility of individual ***insured persons*** in his/her/their own private capacity and not used in connection with ***your activities***
	SPECIAL NOTE (not forming part of this policy wording): Cover is provided for contents for which you are responsible. This cover does not provide for contents belonging to hirers, tenants or other occupiers of the premises who must arrange separate insurance in their own name if they require cover for their property.
costs and expenses	a) legal costs and expenses recoverable from ***you*** by any claimant b) defence costs and expenses incurred with ***our*** written consent For the Legal Expenses section only this definition is as follows: a) all reasonable, proportionate and necessary costs chargeable by the ***appointed representative*** and agreed by ***ARAG*** in accordance with the ***ARAG Standard Terms of Appointment*** b) the costs incurred by opponents in civil cases if the ***insured person*** has been ordered to pay them or the ***insured person*** pays them with the agreement of ***ARAG***
countries covered	a) for ***insured incidents*** 2 Legal Defence (excluding 2.a)v – Legal defence (Formal investigations and disciplinary hearings) and 2.a)vi – Legal defence (Statutory notice appeals)), 6 Property Protection and 7 Personal injury: the United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey b) for all other ***insured incidents***: the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands

Definitions

covered equipment	For the Equipment Breakdown section only this definition is as follows: equipment at the ***premises*** owned by ***you*** or for which ***you*** are responsible: a) which is built to operate under vacuum or pressure (other than the weight of its contents), or b) that generates, transmits, stores or converts energy, or c) comprising ***computer equipment***
	The definition of ***covered equipment*** does not include: a) any supporting structure, foundation, masonry, brickwork or cabinet b) any insulating or refractory material c) any vehicle, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which are included but not the actual vehicle) d) self-propelled plant and equipment (other than fork lift trucks and pallet trucks used by ***you*** at the ***premises***), dragline excavation or construction equipment e) equipment manufactured by ***you*** for sale f) safety or protective devices due to their functioning g) tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal h) any electronic equipment (other than ***computer equipment***) used for research, diagnostic treatment, experimental or other medical or scientific purposes with a new replacement value in excess of £30,000 i) any machine or apparatus (other than boilers, lifts, fork lift trucks, dock levelers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by ***you*** and any equipment which exclusively serves such machinery or apparatus including linked ***computer equipment*** j) any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw generating capacity k) any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors l) any equipment, machinery, dam and weir used in connection with running a hydroelectric power station including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment, as well as any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings) and security equipment
cyber act	any unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of, or operation of any ***computer system***
cyber event	a) loss, corruption, accidental or malicious deletion of or change to, unauthorised access to, or theft of ***data***; b) ***damage*** to websites, intranet or extranet sites; c) ***damage*** or disruption caused by ***computer virus***, ***hacking*** or ***denial of service attack***; or d) failure of or variation in the supply of electricity or telecommunications networks owned and operated by ***you***; affecting ***your computer system***, the ***computer system*** of a ***service provider*** or customer of ***yours*** For the Equipment Breakdown section only this definition is as follows: a) a failure of electronic equipment to correctly recognise process or store any date b) a hostile malicious illegal or transgressive act committed through electronic systems or including but not limited to i. a virus (a program code programming instruction or any set of instructions intended to damage interfere with or have a negative effect on computer programs data or operations) ii. hacking (unauthorised access to any computer or other electronic equipment) iii. a denial of service attack (any actions or instructions intended to damage interfere with or affect the availability or performance of networks network services network connectivity or telecommunication systems)
cyber incident	a) any error or omission, or series of related errors or omissions involving access to, processing of, use of, or operation of any ***computer system***, or b) any partial or total unavailability, or failure, or series of related partial or total unavailability or failures, to access, process, use or operate any ***computer system***
damage/damaged	physical loss, destruction or damage For the Cyber section only this definition is amended to: total or partial loss, damage, destruction, breakdown or corruption

Definitions

data	information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a ***computer system*** For the Cyber section only this definition is as follows: facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by ***hardware***, but not including software and programs
data privacy obligations	legal obligations relating to securing, managing and preventing unauthorised access or use of ***data***, and arising under: a) applicable data-protection regulations anywhere in the world associated with the confidentiality of, access to, control of and use of ***personal data*** which are in force at the time of the occurrence b) guidance from the Information Commissioner's Office or similar organisations worldwide c) the Payment Card Industry Data Security Standard or other contractual obligations relating to handling credit-card and debit-card information d) privacy statements and confidentiality agreements
date of occurrence	the date of occurrence for: • civil cases (other than as specified below), is the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the ***date of occurrence*** is the date of the first of these events. (This is the date the event happened, which may be before the date ***you*** or an ***insured person*** first became aware of it.) • criminal cases, is the date the ***insured person*** began or is alleged to have begun to break the law • ***insured incident*** 2.a)v – Legal defence (Formal investigations and disciplinary hearings), is the date when an ***insured person*** first receives formal notice of such investigation or disciplinary hearing • ***insured incident*** 2.a)vi – Legal defence (Statutory notice appeals), is the date when the ***insured person*** is issued with the relevant notice and has the right to appeal • ***insured incident*** 3 – Statutory licence appeal, is the date when the ***insured*** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew, or cancel the ***insured's*** licence, mandatory registration or British Standard Certificate of Registration • ***insured incident*** 8.a) – Tax protection a tax enquiry, is the date when HM Revenue & Customs, or the relevant authority, first notifies the ***insured*** of its intention to carry out an enquiry • ***insured incident*** 8.b) – Tax protection a Charity Commission enquiry, is the date the ***insured*** receives notification from the Charity Commission that they are to conduct an investigation • ***insured incident*** 8.c) – Tax protection an employer compliance dispute or ***insured incident*** 8.d) – Tax protection a VAT dispute, is the date the dispute arises during the ***period of insurance*** following the issue of an assessment, written decision or notice of a civil penalty
defamation	defamation, libel, slander and slander of title to goods
denial of service attack	malicious and unauthorised attack which overloads any ***computer system***
director	any natural person who was, is or becomes a (an): a) director b) officer c) governor d) member of a committee of management e) shadow or de facto director f) ***employee*** acting in a managerial or supervisory capacity of the ***insured***
document(s)	documents, records, ledgers, books, manuscripts, plans and designs but not electronic data The definition of ***documents*** does not include any bearer bond, coupon, bank or currency note or other negotiable instrument

Definitions

electronic derangement	malfunction of the ***computer equipment*** or electronic circuitry controlling or operating the ***covered equipment*** that is not accompanied by visible ***damage*** and requires replacement of one or more insured components of the ***covered equipment*** in order to restore it to its normal operation The definition of ***electronic derangement*** does not include: a) the rebooting reloading or updating of software or firmware b) the incompatibility of ***covered equipment*** with any software or equipment installed introduced or networked within the previous 30 days c) the ***covered equipment*** being of insufficient size specification or capacity d) loss or ***damage*** caused by a ***cyber event***
employee	any person: a) under a contract of service or apprenticeship with ***you*** b) who is hired to, supplied to or borrowed by ***you*** c) engaged under a work experience or similar scheme d) helping as an authorised volunteer e) who is a ***director*** of ***yours*** while under ***your*** direct control and supervision and working for ***you*** in connection with ***your activities*** For the Employers' Liability, Public and Products Liability and Cyber sections only, this definition is extended to include any: f) labour only sub-contractor or anyone employed by them g) self-employed person while under ***your*** direct control and supervision and working for ***you*** in connection with ***your activities***
excess	the first amount of each and every agreed ***claim*** up to the amount stated in the schedule that ***you*** must pay. This amount will be deducted from any payment made under this policy.
explosion	the sudden and violent rending of the ***covered equipment*** by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the ***covered equipment*** together with forcible ejection of the contents
fixed glass	fixed: a) plain plate or sheet glass b) glass other than above, including toughened, armoured, laminated, wired, curved, leaded, engraved, stained or coloured glass c) plain non-glass glazing materials in windows or protecting glass in windows
flood	a) the escape of water from the normal confines of any natural or artificial water course or lake, reservoir, canal or dam b) inundation from the sea c) the flow of water over the ground due to heavy rainfall, which is unable to drain naturally into the land or into surface water drains at a sufficient rate
fraudulent or dishonest act	any act or all acts of fraud or dishonesty committed by any ***employee*** or ***employees*** acting alone or in collusion with others, with the intention of making an improper financial gain for themselves, or any other person or organisation intended by the ***employee*** to receive such gain, resulting in ***your*** financial loss
hacking	unauthorised or malicious access to any ***computer system*** by electronic means
hardware	any: a) computers and associated equipment, telecommunications equipment and software and programs used to process ***data*** b) laptops, palmtops, notebooks and tablet computers, removable satellite-navigation systems, digital cameras and smartphones and associated software and programs c) photocopiers, fax machines, shredders, addressing machines, franking machines, televisions and associated equipment, DVD and CD recorders and players, video and audio conferencing and projection equipment and associated software and programs The definition of ***hardware*** does not include: a) equipment controlling manufacturing processes, or forming part of machinery; or b) equipment held as ***stock*** or which ***you*** have manufactured and is intended for sale or repair in the course of ***your activities***

Definitions

heave	upward movement of the ground beneath ***buildings*** as a result of the soil expanding
income	the amount paid or payable to ***you*** for goods sold and delivered, collections, donations, gifts, grants or funding, fund-raising activities and for other services rendered in the course of ***your activities*** less the cost of any goods purchased For the Cyber section only this definition is as follows: a) the amount of net income (profit or loss before taxes) which ***you*** would have earned if the ***cyber event*** had not happened b) normal operating expenses that continue, including ordinary payroll
increased cost of working	expenditure necessarily and reasonably incurred by ***you*** in order to avoid or diminish the reduction in ***income*** or ***rental income*** including, but not limited to, the cost of reproducing ***documents*** or electronic ***data*** not covered under the Property Damage section but not the value to ***you*** of the ***documents*** or electronic ***data*** nor the materials on which the information is held
indemnity period	the period beginning with the date of the ***damage*** or occurrence and ending not later than the expiry of the ***maximum indemnity period*** during which the results of ***your activities*** are affected because of the ***damage*** or occurrence For the Cyber section only this definition is as follows: the period during which ***you*** suffer a loss of ***income*** or have to pay extra costs, starting on the date of the ***cyber event*** and ending no later than the expiry of the ***maximum indemnity period***
infectious or communicable disease	any disease, pandemic or epidemic including but not limited to any: a) virus b) bacterium c) parasite d) other organism or infectious matter e) mutation or variation to any of the above whether: i. living or dead ii. natural or artificial iii. officially declared an epidemic or pandemic or not transmitted by any direct or indirect means (whether asymptomatic or not)
insured incident	as specified under WHAT IS COVERED INSURED INCIDENTS within the Legal Expenses section
insured person	a) the ***insured*** and the directors, trustees, partners, managers, ***employees*** and volunteers of the ***insured*** b) the estates heirs, legal representatives or assigns of any person mentioned in a) above in the event of such person dying c) a person contracted to perform work for the ***insured*** who works for them on the same basis as their ***employees*** and performs that work under their supervision and direction
limit of indemnity	the most ***we*** will pay in ***costs and expenses***, and any compensation awards payable by ***us***, for all claims resulting from one or more events arising at the same time or from the same originating cause. Please refer to the policy schedule for this amount. This aggregate limit will form part of and not be in addition to the ***limit of indemnity***.
loss of licence	any forfeiture, withdrawal, suspension, refusal to transfer or refusal to renew any premises licence or club premises certificate required to conduct ***your activities*** following a breach or alleged breach of current premises licencing legislation under rules applied by the regulating authority and resulting from a cause beyond ***your*** control
loss of licence indemnity period	the period beginning with the date of the ***loss of licence*** and ending not later than the 12 months thereafter (or when the ***premises*** are sold if earlier) during which the results of ***your activities*** are affected by the ***loss of licence***
maximum indemnity period	the consecutive period of months shown in the schedule

Definitions

money	a) tangible current coins and banknotes b) unused current postage stamps, postal orders, money orders, pre-paid luncheon cards, charity and consumer redemption cards, loyalty cards, pre-paid phone cards, pre-paid cash cards, gift tokens and unused units of franking machines c) tangible cheques, travellers' cheques, travel tickets, bankers' drafts, credit card company sales vouchers or receipts d) tangible National Savings certificates, premium bonds e) tangible VAT purchase receipts all belonging to ***you*** or for which ***you*** are responsible in connection with ***your activities***
	The definition of ***money*** does not include any cryptocurrency, virtual or electronic currency or any digital non-fungible tokens
non-negotiable money	tangible crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, unused units of franking machines, National Savings certificates, premium bonds, credit card company sales vouchers or receipts and VAT purchase receipts, all belonging to ***you*** or for which ***you*** are responsible in connection with ***your activities***
offshore	a) embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel, until disembarkation from the conveyance onto land from such offshore rig, platform or service or accommodation vessel b) whilst on any offshore rig, platform or service or accommodation vessel
outbuildings	sheds, glass-houses, conservatories, garages, storage units, plant rooms, workshops or other buildings at the ***premises***, all being used for ***your activities***, either: a) detached from, or b) attached to but not internally communicating with the main ***buildings***
patron	any celebrity, public or notable figure who supports, endorses, or raises awareness of ***your activities***
period of insurance	the period shown on the schedule
personal data	information which could identify a person or allow identity theft or other fraud to take place
personal money	tangible current coins and banknotes, including foreign currency
	The definition of ***personal money*** does not include any cryptocurrency, virtual or electronic currency or any digital non-fungible tokens
portable computer equipment	a) laptops, palmtops and notebooks b) personal digital assistants (PARAG) c) projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other ***portable computer equipment*** d) removable satellite navigation systems e) digital cameras f) smartphones owned by ***you*** or for which ***you*** are responsible
preferred law firm or tax consultancy	a law firm, barristers' chambers or tax expert ***ARAG*** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the ***insured person's*** claim and must comply with ***ARAG's*** agreed service standards, which they audit regularly. They are appointed according to the ***ARAG Standard Terms of Appointment.***
premises	that part of the buildings and grounds at each of the addresses shown in the schedule owned or occupied by ***you*** in connection with ***your activities***
products	goods (including their containers, packaging, labelling or instructions) no longer in ***your*** custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by ***you*** from or in the ***territorial limits*** in connection with ***your activities***

Definitions

reasonable prospects	a) for civil cases arising from all ***insured incidents*** (other than ***insured incidents*** 1 – Employment disputes and compensation awards and 2 – Legal defence), the prospects that the ***insured person*** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that ***ARAG*** have agreed to, including an enforcement of judgment) or make a successful defence must be at least 51%. A ***preferred law firm or tax consultancy*** on ***ARAG's*** behalf will assess whether there are ***reasonable prospects*** b) for criminal cases, there is no requirement for there to be prospects of a successful outcome c) for civil and criminal appeals, the prospects of a successful outcome must be at least 51%
reinstatement	the rebuilding, replacement or repair of property ***damaged*** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition when new Where appropriate, ***reinstatement*** may be carried out: a) to ***your*** requirements b) upon another site provided ***our*** liability is not increased
rental income	the rental income for the ***premises*** paid or payable to ***you*** in the course of ***your activities***
settlement	downward movement as a result of the soil being compressed by the weight of ***buildings*** within 10 years of construction
service provider	a business that ***you*** hire under a written contract to perform services on ***your*** behalf in connection with ***your activities***
stock	stock, materials in trade and works in progress, including trade samples and promotional goods, belonging to ***you*** or for which ***you*** are responsible, or entrusted to ***you*** and used in connection with ***your activities*** The definition of ***stock*** does not include ***money***
subsidence	downward movement of the ground beneath ***buildings*** other than by ***settlement***
territorial limits	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
time element loss	business interruption, contingent business interruption or any other consequential losses
time excess	the time period, as shown in the schedule, ***we*** will not pay any loss of ***income*** for
unoccupied	vacant, untenanted, empty or no longer in active use for a period exceeding 30 consecutive days The definition of ***unoccupied*** does not apply in respect of buildings that are hired or loaned to third parties on an hourly or daily basis for specific functions or activities as part of ***your activities*** provided the period between each hiring does not exceed 30 consecutive days

Definitions

we / us / our	Ansvar Insurance – a business division of Ecclesiastical Insurance Office plc
working hours	any time when the ***buildings*** are occupied for ***your activities*** by ***you*** or any partner, director or ***employee*** responsible for ***money***
you / your / insured / policyholder	the person(s), company or organisation (including a board of directors) named in the schedule as the policyholder
your activities	a) ***your*** business activities: i. operated from within the ***territorial limits***, and ii. undertaken with ***your*** full knowledge, authority and under ***your*** or an authorised ***employee's*** control, and iii. stated in this policy's schedule or otherwise accepted by ***us*** in writing b) ***your*** maintenance or repair of the ***premises***

Section 1 Public and Products Liability

The insurance by this section is on a 'costs in addition' basis.
This means that, unless ***we*** say otherwise, ***costs and expenses*** are payable in addition to the indemnity limit specified in the schedule.

What is covered

We will pay all amounts which ***you*** become legally liable to pay as damages for accidental:

1. ***bodily injury*** to any person
2. ***damage*** to material property
3. obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement

occurring during the ***period of insurance*** in connection with ***your activities*** and happening:

a) within the ***territorial limits***

b) outside the ***territorial limits*** whilst ***you***, or any ***employee***, director, partner or member, who is normally resident within the ***territorial limits***, are on temporary visits to attend conferences, meetings or seminars, or to carry out clerical and managerial work

c) anywhere in the world (other than within the United States of America or Canada) and caused by ***products***.

We will in addition pay ***costs and expenses*** except in respect of any ***claim***:

1. under an extension to this section which:

   a) only covers ***costs and expenses***, in which circumstances the extension limit will apply

   b) specifically states that the extension limit includes ***costs and expenses***

2. which:

   a) is brought within the legal jurisdiction of the United States of America or Canada

   b) arises from an ***act of terrorism***

   in which circumstances the ***costs and expenses*** is included within the indemnity limit, or extension limit, to which the ***claim*** applies.

Within ***costs and expenses***, ***we*** will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with ***our*** written consent.

What is not covered

1. The amount of ***excess*** shown in the schedule in respect of each ***claim*** for ***damage*** to material property.
2. Liability arising directly or indirectly from any:
   a) activity excluded by the 'Activities' endorsement in the schedule
   b) error or omission in the provision of professional services
   c) treatment of any kind (other than first aid)
   d) ***defamation***
   e) ***bodily injury*** to any ***employee*** arising out of and in the course of ***your activities***
   f) ***damage*** to material property:
      i. or any part on which ***you*** or any ***employee*** is or has been working where the ***damage*** results from such work
      ii. belonging to ***you*** or held in trust by ***you*** or borrowed, rented, leased or hired for use by ***you*** other than personal property (including vehicles and contents) of ***your*** visitors, partners, directors or ***employees***
   g) ***offshore*** activities
   h) counselling, advice, design, formula or specification whether given for a fee or not
   i) medical, surgical, dental, pharmaceutical or therapeutic ***products***
   j) ***products*** incorporated in any:
      i. craft designed to travel through air or space
      ii. watercraft which could affect its safety, navigation or propulsion
      iii. mechanically propelled vehicles which could affect their safety
      iv. gas, chemical, petrochemical or power generation plant
   k) ***damage*** to, or the costs of recall, removal, replacement, alteration, repair or reinstatement of, any ***products*** or contract work executed by ***you***, which is caused by a defect or its unsuitability for its intended purpose
   l) ***products***:
      i. exported to
      ii. sold, supplied or worked upon by ***you***, or by others for ***you***, from within the United States of America or Canada
   m) second-hand ***products***
   n) firework and/or bonfire events organised or run by an independent firework display organiser/operator/contractor.
3. Liability arising directly or indirectly from:
   a) ownership of any building (including its land and adjacent grounds) and repair and maintenance of such property (except as provided for in the Property Owners' Liability extension to this section)
   b) ownership or use by ***you***, or by others for ***you***, of any premises within the United States of America or Canada
   c) ownership, possession or use by ***you*** or on ***your*** behalf, or by any person entitled to cover under this section, of any:
      i. watercraft (other than non-mechanically propelled not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast) and craft designed to travel through air or space
      ii. mechanically propelled vehicles other than ***your*** legal liability for:
      - the loading and unloading of any vehicle
      - the use of plant at the ***premises***
      - the movement of any vehicle not belonging to ***you*** which is interfering with ***your activities***

      unless cover is provided by any other policy or in circumstances where insurance or security is required under any road traffic legislation.
4. Liability arising from an agreement in respect of ***products*** or contract work executed by ***you*** unless liability would have existed without the agreement.
5. The costs of remedying any defect or alleged defect in premises which ***you*** have disposed of.

Section 1 Public and Products Liability

What is covered	What is not covered
	6. Liability directly or indirectly caused by, resulting from or in connection with an ***act of terrorism*** arising at, or in connection with, any: a) premises of 40 storeys or more b) sports stadia, exhibitions, theatres, music venues or any events organised by ***you***, where attendance may exceed 15,000 persons at any one time. 7. Fines or penalties. 8. Punitive, exemplary, aggravated or multiplied damages. 9. Liquidated damages. 10. Any compensation awarded by a court of criminal jurisdiction. 11. Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any ***cyber act*** or ***cyber incident*** including but not limited to any action taken in controlling, preventing, suppressing or remediating any ***cyber act*** or ***cyber incident*** regardless of any other cause or event contributing concurrently or in any other sequence thereto. This exclusion will not apply to legal liability to pay damages and ***costs and expenses*** resulting from: a) liability caused by or arising out of a ***cyber act*** or a ***cyber incident*** that results in ***bodily injury*** to third parties or physical damage to third party material property b) liability arising under extension 6 Data Protection Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any ***data*** including any amount pertaining to the value of such ***data*** is not covered and is not considered as physical loss or damage for the purposes of this exclusion.

Special requirement for Public and Products Liability

You must comply with the following conditions. ***We*** will not cover any ***claim*** if this condition has not been fully complied with unless ***you*** can show that the non-compliance could not have increased the risk of the loss arising in the circumstances in which it arose:

1. SAFEGUARDING POLICY FOR CHILDREN OR VULNERABLE ADULTS

   if ***you*** or any ***employees*** or any of ***your service providers*** work unsupervised with children or vulnerable adults, or have unsupervised access to children or vulnerable adults, ensure that ***you*** have:

   a) prepared and implemented a written safeguarding policy that is regularly reviewed,

   b) appointed someone to advise ***you*** on safeguarding matters and deal with allegations or concerns,

   c) implemented safe recruitment procedures for ***your*** personnel (including any necessary Disclosure and Barring Service, Disclosure Scotland or AccessNI checks where appropriate),

   d) provided safeguarding training with regular refresher or procedure updates based upon current "best practice" for all of ***your employees*** and ***service providers***,

   e) arrangements in place for the reporting of concerns and allegations,

   f) retained securely or will retain securely:

      i. a copy of ***your*** safeguarding policy, including any revisions to it and records of any training delivered to ***your employees*** or ***service providers***,

      ii. copies of any employment and engagement applications, references, identity verifications, Disclosure and Barring Service, Disclosure Scotland or AccessNI checks, and

      iii. records of any abuse allegations or incidents, including notifications to the appropriate authorities.

Extensions for Public and Products Liability

	What is covered	What is not covered
1	INDEMNITY TO OTHERS a) PRINCIPALS AND OTHER PEOPLE At ***your*** request, ***we*** will pay all amounts which the following people or organisations become legally liable to pay as damages for a claim against: i. any principal, being any person, local or public authority, company or firm, with whom ***you*** have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by ***you*** ii. ***your*** members, officers, partners, directors or ***employees*** iii. any officer or member of ***your*** canteen, sports, social, welfare, first aid, ambulance, fire or security activities provided: - ***you*** would have been entitled to cover under this section if the claim had been made against ***you*** - such parties keep to the terms of this policy in so far as they can apply. b) MEMBER TO MEMBER LIABILITY If any action for damages is brought against any of ***your*** members, ***we*** will extend cover under this section as if an individual policy has been issued to each of them. Provided such persons keep to the terms of this policy so far as they can apply.	Liability where indemnity is provided by any other insurance
2	CROSS LIABILITIES If more than one party is named in the schedule as the ***policyholder***, ***we*** will deal with any ***claim*** as though a separate policy had been issued to each of them.	
3	HIRED OR RENTED PREMISES Where ***you*** are legally liable to pay for ***damage*** to material property at premises borrowed, rented, leased or hired for use by ***you*** for ***your activities***, the cover provided under this section extends to include ***your*** legal liability for such ***damage***.	1. £250 ***excess*** other than for ***claims*** caused by fire or explosion. 2. Liability: a) arising from an agreement unless liability would have existed without the agreement b) where ***you*** are required to insure, or pay for the insurance of, the property ***damaged***.
4	CONTINGENT MOTOR LIABILITY ***We*** will pay all amounts which ***you*** alone become legally liable to pay as damages for accidental: a) ***bodily injury*** to any person b) ***damage*** to material property arising out of the use by any ***employee*** of any mechanically propelled vehicle intended or adapted for use on the roads in connection with ***your activities*** and occurring during the ***period of insurance***.	1. Liability arising from: a) ***damage*** to any such vehicle or its contents b) any vehicle owned or provided by ***you*** c) any vehicle driven by ***you*** (being an individual insured person such as a sole trader or partner) d) any vehicle driven by a person who to ***your*** knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified for holding or obtaining such a licence. 2. Liability: a) to the drivers or owners of such motor vehicles b) arising outside the ***territorial limits*** c) where indemnity is provided by any other insurance. 3. Fines or penalties. 4. Punitive, exemplary, aggravated or multiplied damages. 5. Liquidated damages.

Extensions for Public and Products Liability

	What is covered	What is not covered
5	WRONGFUL ARREST ***We*** will pay all amounts which ***you*** become legally liable to pay as damages and ***costs and expenses*** for any charge of: a) wrongful arrest b) malicious prosecution c) false imprisonment d) ***defamation*** of or assault on any person made against ***you*** in respect of any allegation of theft or other improper conduct occurring during the ***period of insurance*** in connection with ***your activities*** and happening in the ***territorial limits***. The most ***we*** will pay is £25,000 for all ***claims***, including ***costs and expenses***, in any one ***period of insurance***.	1. Claims by any ***employee***. 2. Liability for: a) fines, penalties or punitive, exemplary, aggravated or multiplied damages b) liquidated damages. 3. Any compensation awarded by a court of criminal jurisdiction.
6	DATA PROTECTION a) ***We*** will pay all amounts which ***you*** become legally liable to pay as: • damages and ***costs and expenses*** following civil cases against ***you*** for material and non-material damage, and • defence and prosecution costs awarded against ***you*** following criminal cases resulting from any breach or alleged breach of current data protection legislation occurring during the ***period of insurance*** in connection with ***your activities*** and happening in the ***territorial limits***. b) In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for current data protection legislation on the basis of an indemnity for claims made during the period of insurance and in the event that a claim first made against ***you*** in the period of insurance in respect of current data protection legislation then the indemnity provided by this extension is extended to indemnify ***you***. The most ***we*** will pay is: • £1,000,000 for any ***claim***, and for all ***claims*** in any one ***period of insurance***, for damages and ***costs and expenses*** following civil cases against ***you*** for material and non-material damage • £100,000 for any ***claim***, and for all ***claims*** in any one ***period of insurance***, for defence and prosecution costs awarded against ***you*** following criminal cases.	1. Fines or penalties. 2. Punitive, exemplary, aggravated or multiplied damages. 3. Liquidated damages. 4. Costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data. 5. Liability arising: a) from or caused by a deliberate or intentional act or omission by ***you*** b) out of circumstances which may give rise to a ***claim*** or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to ***you*** at the inception of this extension. 6. Damages and ***costs and expenses*** covered elsewhere in this policy or by any other policy. Any ***claims***: a) not insured by this extension b) or notices that may give rise to a ***claim***, advised to ***us*** later than twenty-eight days after ***you*** have received a claim or notice against ***you***.
7	COURT ATTENDANCE EXPENSES ***We*** will pay £250 per day if ***you***, or any partner, director or ***employee***, are required to attend court as a witness at ***our*** request in connection with a ***claim*** for which insurance is provided under this section.	

Extensions for Public and Products Liability

	What is covered	What is not covered
8	CORPORATE MANSLAUGHTER ***We*** will pay all amounts which ***you*** become legally liable to pay overall for ***costs and expenses*** incurred with ***our*** prior written consent in: a) the defence of any criminal proceedings, or b) an appeal against conviction which arises from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent legislation that specifically replaces this act committed or alleged to have been committed during the ***period of insurance*** in the course of ***your activities***. The most ***we*** will pay for all ***claims*** under this extension is £2,000,000 in any one ***period of insurance***, but if a ***claim*** for the same prosecution or proceedings is also made under: i. the Corporate Manslaughter extension (if operative) of the Employers' Liability section to this policy, this limit applies in total to both extensions ii. any other policies issued by ***us*** to ***you***, the most ***we*** will pay for all ***claims*** in total for all policies, including this policy, is £2,000,000.	1. Fines or penalties of any kind. 2. Costs of any remedial or publicity orders, or steps to be taken by such orders. 3. Proceedings consequent upon any deliberate act or omission by ***you*** or ***your*** managerial ***employees*** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission. 4. ***Costs and expenses***: a) where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the indemnity limit under such Legal Expenses cover b) where indemnity is otherwise provided by any other policy, insurer or from any other source.
9	PROSECUTION DEFENCE COSTS ***We*** will pay all amounts which ***you*** become legally liable to pay for ***costs and expenses*** in connection with the defence of any criminal proceedings, or an appeal against a conviction arising from such proceedings, brought for a breach of: a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 b) Part II of the Consumer Protection Act 1987 c) the Food Safety Act 1990 or any subsequent legislation that specifically replaces these provisions, alleged to have been committed during the ***period of insurance*** in the course of ***your activities***. The most ***we*** will pay is £500,000 for any ***claim***, but if a ***claim*** is also made under the Prosecution Defence Costs extension of the Employers' Liability section (if operative) to this policy for the same proceedings then this limit applies in total to both extensions.	1. Fines or penalties of any kind. 2. Proceedings consequent upon any deliberate act or omission by: a) ***you***, or ***your*** directors or partners b) any ***employee*** responsible for compliance with the legislation. 3. Proceedings related to the health, safety or welfare of ***employees***. 4. Legal costs, expenses, reimbursements or charges: a) covered elsewhere in this policy or by any other policy b) arising from an order made under Section 9 of the Food Safety Act c) resulting from any regulation under Section 45 of the Food Safety Act. 5. Liability for ***bodily injury*** or ***damage*** to property.
10	OVERSEAS PERSONAL LIABILITY At ***your*** request ***we*** will pay all amounts which any ***employee*** and the family of any ***employee*** becomes legally liable to pay as damages for accidental: a) ***bodily injury*** to any person b) ***damage*** to material property occurring during the ***period of insurance*** in respect of personal liability including liability arising from the ownership, possession or use of any: i. battery powered wheelchair or mobility scooter ii. vehicle used only as domestic gardening equipment iii. golf cart trolley or buggy controlled by someone on foot arising other than in connection with ***your activities***, or any business or profession of the person claiming indemnity, while such persons, normally resident within the ***territorial limits***, are temporarily outside the ***territorial limits*** in connection with ***your activities***. The most ***we*** will pay for any ***claim*** is the indemnity limit for Public and Products Liability shown in the schedule, or £2,000,000 whichever is less.	1. Liability arising from: a) an agreement unless liability would have existed without the agreement b) the ownership or occupation of land or buildings c) any pets, livestock or other animals. 2. Liability arising from the ownership, possession or use of any: a) craft designed to travel in, on or through water, air or space (other than non-mechanically propelled watercraft less than nine metres in length whilst operated on inland waterways only or within 3 miles of the coast, provided they are not used in any white water activity) b) electrically or mechanically powered vehicle not otherwise covered under this extension. 3. Liability where indemnity is provided by any other insurance. 4. Fines or penalties. 5. Punitive, exemplary, aggravated or multiplied damages. 6. Liquidated damages. 7. Any compensation awarded by a court of criminal jurisdiction.

Extensions for Public and Products Liability

What is covered		What is not covered
11	PROPERTY OWNERS' LIABILITY ***We*** will pay all amounts which ***you*** become legally liable to pay as damages for accidental ***bodily injury*** to any person or ***damage*** to material property: a) occurring during the ***period of insurance*** and arising from: i. ***your*** ownership of: - the ***buildings*** - the land on which the ***buildings*** that ***you*** own stand - any grounds adjacent to, belonging to and used in connection with the ***buildings*** that ***you*** own ii. ***your*** inspection, security, repair and maintenance of the ***buildings*** that ***you*** own, its land and adjacent grounds b) arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, or any subsequent legislation that specifically replaces these provisions in connection with any premises disposed of by ***you*** which were occupied by ***you*** for ***your activities***.	1. Liability arising directly or indirectly from: a) ***damage*** to material property belonging to ***you*** or held in trust by ***you*** or in ***your*** custody or control b) occupation of the ***premises*** c) accidental ***bodily injury*** to any ***employee***. 2. Liability directly or indirectly caused by, resulting from or in connection with an ***act of terrorism*** arising at, or in connection with, any ***buildings***: a) of 40 storeys or more b) used as sports stadia, exhibitions, theatres, music venues or any events where attendance may exceed 2,500 persons at any one time. 3. Liability for: a) costs of remedying any ***damage*** or defect in premises disposed of by ***you*** b) fines, penalties or punitive, exemplary, aggravated or multiplied damages c) liquidated damages d) which ***you*** are entitled to indemnity from any other policy or source.

Claims settlement for Public and Products Liability

LIMITS

The most ***we*** will pay:

a) under this section, including any extension to this section not stated in b) below:

i. for damages in respect of:

- all ***claims*** in any one ***period of insurance*** caused by ***products*** or arising from pollution or contamination
- any ***claim*** arising out of any firework and/or bonfire event is £5,000,000 or, if lower,
- any ***claim*** for liability other than relating to a ***claim*** brought within the legal jurisdiction of the United States of America or Canada, an ***act of terrorism***, firework and/or bonfire events, ***products***, pollution or contamination

ii. for damages and ***costs and expenses*** in respect of any ***claim***:

- brought within the legal jurisdiction of the United States of America or Canada
- (and all ***claims*** happening during any ***period of insurance*** caused by ***products***) which is directly or indirectly caused by or results from, or is in connection with an ***act of terrorism*** (if ***we*** allege that the ***bodily injury*** or ***damage*** has resulted from an ***act of terrorism*** the burden of proving the contrary shall be upon ***you***) or any action taken in controlling, preventing, suppressing or in any way relating to an ***act of terrorism***, is £5,000,000 or, if lower

is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.

Costs and expenses will be paid in addition to the indemnity limit unless ***we*** have stated otherwise.

b) under any extension to this section which relates to ***costs and expenses*** only, including Court Attendance Expenses, is the limit stated in the extension which is in addition to the indemnity limit stated in a) above.

c) for damages in respect of any ***claim*** under the Cross Liabilities extension in total to all parties is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.

Section 2 Employers' Liability

The insurance by this section is on a 'costs inclusive' basis.
This means that, unless ***we*** say otherwise, ***costs and expenses*** are included within the indemnity limit specified in the schedule.

What is covered	What is not covered
We will pay all amounts which ***you*** become legally liable to pay as damages and ***costs and expenses*** for ***bodily injury*** to any ***employee*** caused during the ***period of insurance*** in connection with ***your activities*** and occurring: 1. in the ***territorial limits*** 2. elsewhere in the world where any ***employee*** who is normally resident in the ***territorial limits*** is on a temporary visit in the course of ***your activities***. Within ***costs and expenses***, ***we*** will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with ***our*** written consent. RIGHT OF RECOVERY The cover under this section shall be interpreted as being in accordance with the provisions of any law relating to compulsory insurance of liability to ***employees*** in the ***territorial limits*** but ***you*** shall repay to ***us*** all sums paid by ***us*** which ***we*** would not have been liable to pay but for the provisions of such law. CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE If this section or this policy is cancelled the Certificate of Employers' Liability Insurance issued for this section is cancelled at the same time.	Liability: a) for which compulsory motor insurance or security is required b) arising in connection with ***offshore*** activities c) any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any ***cyber act*** or ***cyber incident*** including but not limited to any action taken in controlling, preventing, suppressing or remediating any ***cyber act*** or ***cyber incident*** regardless of any other cause or event contributing concurrently or in any other sequence thereto. This exclusion will not apply to legal liability to pay damages and ***costs and expenses*** resulting from statutory liability under the Employers' Liability cover.

Extensions for Employers' Liability

	What is covered	What is not covered
1	INDEMNITY TO OTHER PEOPLE (INCLUDING PRINCIPALS) At ***your*** request ***we*** will pay all amounts which the following people or organisations become legally liable to pay as damages and ***costs and expenses*** for a claim made against them: a) any partner, director or ***employee*** of ***yours*** b) any officer or member of ***your*** canteen, sports, social or welfare organisations, first aid, ambulance, fire or security services c) any partner or director of ***yours*** in respect of private work carried out for them with ***your*** prior consent by any ***employee*** d) any principal, being any person, local or public authority, company or firm, with whom ***you*** have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by ***you*** provided: i. ***you*** would have been entitled to cover under this section if the claim had been made against ***you*** ii. such parties keep to the terms of this policy insofar as they can apply.	
2	UNSATISFIED COURT JUDGEMENTS If any ***employee*** obtains a judgement for damages in respect of ***bodily injury*** against any company or individual operating from premises within the ***territorial limits*** and that judgement remains unpaid for more than six months, ***we*** will pay to the ***employee***, at ***your*** request, the amount of any unpaid damages and awarded costs provided: a) the ***bodily injury*** is caused: i. during the ***period of insurance***, and ii. in the course of ***your activities***, and iii. in the ***territorial limits*** b) there is no appeal outstanding c) the judgement being obtained in the first instance under the jurisdiction of a court in the ***territorial limits*** d) the judgement relates to ***bodily injury*** which would otherwise be insured by this section of this policy e) if any payment is made under this extension the ***employee*** or their legal personal representatives shall assign the judgement to ***us***.	
3	COURT ATTENDANCE EXPENSES ***We*** will pay £250 per day if ***you***, or any partner, director or ***employee***, are required to attend court as a witness at ***our*** request in connection with a ***claim*** for which cover is provided under this section.	
4	CORPORATE MANSLAUGHTER ***We*** will pay all amounts which ***you*** become legally liable to pay overall for ***costs and expenses*** incurred with ***our*** prior written consent in: a) the defence of any criminal proceedings, or b) an appeal against conviction which arises from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent legislation that specifically replaces this act committed or alleged to have been committed during the ***period of insurance*** in the course of ***your activities***. The most ***we*** will pay for all ***claims*** under this extension is £2,000,000 in any one ***period of insurance***, but if a ***claim*** for the same prosecution or proceedings is also made under: i. the Corporate Manslaughter extension (if operative) of the Public and Products Liability section to this policy, this limit applies in total to both extensions ii. any other policies issued by ***us*** to ***you***, the most ***we*** will pay for all ***claims*** in total for all policies, including this policy, is £2,000,000.	1. Fines or penalties of any kind. 2. Costs of any remedial or publicity orders, or steps to be taken by such orders. 3. Proceedings consequent upon any deliberate act or omission by ***you*** or ***your*** managerial ***employees*** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission. 4. ***Costs and expenses***: a) where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the indemnity limit under such Legal Expenses cover b) where indemnity is otherwise provided by any other policy, insurer or from any other source.

Extensions for Employers' Liability

What is covered		What is not covered
5	PROSECUTION DEFENCE COSTS ***We*** will pay all amounts which ***you*** become legally liable to pay for ***costs and expenses*** in connection with the defence of any criminal proceedings, or an appeal against conviction arising from such proceedings, brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, or any subsequent legislation that specifically replaces these provisions, alleged to have been committed during the ***period of insurance*** in the course of ***your activities***. The most ***we*** will pay is £500,000 for any ***claim***, but if a ***claim*** is also made under the Prosecution Defence Costs extension of the Public and Products Liability section (if operative) to this policy for the same proceedings then this limit applies in total to both extensions.	1. Fines or penalties of any kind. 2. Proceedings consequent upon any deliberate act or omission by: a) ***you***, or ***your*** directors or partners b) any ***employee*** responsible for compliance with the legislation. 3. Proceedings related to the health, safety or welfare of persons other than ***employees***. 4. Legal costs and expenses covered elsewhere in this policy or by any other policy. 5. Liability for ***bodily injury***.

Claims settlement for Employers' Liability

LIMITS

The most ***we*** will pay for any ***claim***, including ***costs and expenses*** is:

a) £5,000,000 in respect of liability directly or indirectly caused by, resulting from, or in connection with an ***act of terrorism***. If ***we*** allege that by reason of this limitation any liability for damages and ***costs and expenses*** is covered only up to a specified limit of liability the burden of proving the contrary shall be upon ***you***

b) the indemnity limit shown in the schedule.

The amount ***we*** pay under any extension to this section forms part of, and is not in addition to, the limitations stated above.

Section 3 Personal Accident

What is covered	What is not covered
If ***you***, or any partner, director or ***employee*** while working for ***you***, sustain(s) accidental ***bodily injury*** caused by external violent and visible means arising out of and in the course of ***your activities*** during the ***period of insurance***: 1. which within 24 months is the sole cause of death or disablement, ***we*** will pay a benefit as defined under the Benefits for Personal Accident 2. and as a result incur medical expenses, being the cost of medical, surgical, dental or other remedial attention, treatment or appliances, given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges necessarily incurred in the treatment of the injured person, ***we*** will pay up to £2,500 for any ***claim*** for any one person 3. and as a result need(s) in-patient hospital treatment, ***we*** will pay a benefit of £20 for each complete period of 24–hours stay in hospital up to £200 for any ***claim*** for any one person.	Accidental ***bodily injury***: a) consisting solely of illness, disease or disorder b) to any person whose age is under 16 or more than 80 years at the time of the ***bodily injury*** c) sustained outside the ***territorial limits*** d) arising directly or indirectly from Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition e) directly or indirectly caused, or contributed to, by an ***act of terrorism*** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause. If ***we*** allege that by reason of this exclusion any accidental ***bodily injury*** is not covered by this policy the burden of proving the contrary shall be upon ***you*** f) caused by ***you*** or any partner, director or ***employee***: i. engaging in abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motor-cycling, motor-scootering, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling ii. committing or attempting to commit suicide or any act of intentional self-injury or deliberate exposure to danger except in an attempt to save human life iii. being under the influence of intoxicants or drugs unless under medical supervision iv. being pregnant or giving birth v. psychological or psychiatric condition other than Post Traumatic Stress Disorder vi. repetitive stress injury or syndrome vii. serving in the armed forces g) resulting from any accident in connection with: i. powered woodworking machinery other than portable hand tools ii. the use of scaffolding, other than tower scaffolding, unless professionally erected iii. tree felling and the lopping and topping of trees, unless such work is within the scope of the ordinary domestic gardener and there is no use of chainsaws.

Benefits for Personal Accident

1	Death	death benefit shown in the schedule
2	Permanent total disablement, being either: a) total and permanent loss of use of one or more entire hands or feet b) total and irrecoverable loss of sight in one or both eyes c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation	) permanent total disablement benefit shown in the) schedule
3	Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with ***your activities***, or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks	temporary total disablement benefit shown in the schedule

Extensions for Personal Accident

	What is covered	What is not covered
1	CLOTHING AND PERSONAL EFFECTS ***We*** will pay for ***damage*** to clothing and personal effects belonging to ***you***, or any partner, director or ***employee*** resulting from ***bodily injury*** for which a valid ***claim*** for benefit is made under this section. The most ***we*** will pay is £500 for any ***claim*** for any one person. If the Money section and the Property Away from the Premises extension under the Property Damage section are also operative, ***we*** will only pay for loss of clothing, ***personal money*** and personal effects arising from the same cause under the extension or the section that provides the widest cover.	
2	DISAPPEARANCE If ***you***, or any partner, director or ***employee*** while working for ***you*** disappears for more than 12 months and sufficient evidence is produced to indicate the missing person sustained accidental ***bodily injury*** covered by this section which is likely to have caused their death, ***we*** will pay the amount of death benefit shown in the schedule. If the missing person is subsequently found to be alive, ***you*** will be required to refund any amount already paid under this extension.	

Claims settlement for Personal Accident

LIMITS

We will pay the amount of benefit as shown in the schedule to ***you*** or at ***your*** request to the injured person or their legal personal representative.

a) Only one of benefits 1, 2 a), b), c) or d) will be payable for the injured person for any one accident or for the same period of disablement

b) In the event of a ***claim*** under benefit 2, this policy will cease to apply to the injured person concerned

c) If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2

d) Under benefit 3, ***we*** may make monthly payments on account

e) Under benefit 3, ***we*** will not make any payment during the deferment period stated on the schedule

f) ***We*** will not pay benefits for the same injured person under more than one section of this policy for any one occurrence. The section that provides the greatest benefit will apply.

The injured person will, if required by ***us***, submit to a medical examination at ***our*** expense in connection with any ***claim***.

Section 4 Fidelity Guarantee

What is covered

We will pay any ***claim made*** by ***you*** for any loss of:

1. ***money***
2. negotiable or non-negotiable instruments representing money or property
3. any material property
4. monetary balances held at a financial institution

belonging to ***you***, or for which ***you*** are legally liable, as a result of a ***fraudulent or dishonest act***.

If this section and Dishonesty of Employee extension under the Money section are both operative under this policy, ***we*** will only pay for a ***claim made*** for loss of ***money*** under the section or the extension that provides the widest cover.

What is not covered

1. The amount of ***excess*** shown in the schedule.
2. Loss as a result of any ***fraudulent or dishonest act***:
   a) committed by any partner of the ***policyholder*** whether acting alone or in collusion with an ***employee*** or with others
   b) where the ***fraudulent or dishonest act*** occurs prior to the retroactive date stated on the schedule
   c) where the ***fraudulent or dishonest act*** shall benefit another part of the ***insured*** for that part of any loss
   d) relating to additional expenses or fees in establishing the existence or magnitude of any loss with the exception of any amounts covered under Auditors Fees in the claims settlement part of this section
   e) of any payments or increases in salary, commissions, fees, bonuses, promotions, awards, profit share, pension contribution, or any other employee benefits
   f) which is committed by an ***employee*** who is normally resident outside of the ***territorial limits***
   g) which cannot be proven to have been committed
   h) which is evidenced solely by an inventory or profit and loss computation
   i) where the ***employee*** concerned was known to have been involved in a previous ***fraudulent or dishonest act***
   j) committed by an ***employee***, where any director who was not in collusion had knowledge of or reasonably believed a ***fraudulent or dishonest act*** to have been committed by that ***employee*** on any previous occasion
   k) from a pension, retirement, superannuation, profit share or employee benefit scheme or programme
   l) of intangible property including but not limited to proprietary information, trade secrets, intellectual property, copyright, patent, trademark or design
   m) of ***money*** which the ***employee*** would have been entitled to receive from ***you*** but for the ***fraudulent or dishonest act***
   n) covered elsewhere in this policy or by any other policy.
3. Loss directly or indirectly arising from extortion, kidnap, blackmail, ransom or any other form of duress or similar threat except where perpetrated by an ***employee***.
4. Any indirect or consequential loss including but not limited to profit dividends or loss of interest.
5. Loss of any cryptocurrency, virtual or electronic currency that is not issued by a monetary authority or central bank.

Special requirements for Fidelity Guarantee

SPECIAL NOTE (not forming part of this policy wording):

There are two standard levels of special requirements. You must comply with the level which applies to the indemnity limit which is operative at the time of any loss and is as shown in the policy schedule.

The following special requirement applies when the indemnity limit shown in the schedule is up to, and including, £5,000:

You must comply with the following conditions. ***We*** will not pay any ***claim*** if these conditions have not been fully complied with:

1 At least two written satisfactory references must be obtained to confirm the honesty of each ***employee*** contracted to start working by ***you*** after the commencement date of this section. References from former employers must cover a minimum period of two years immediately preceding their employment by ***you*** and copies or notes must be retained. References need not be obtained for authorised volunteers, ***employees*** joining directly from school or under a government sponsored youth training scheme, or for existing ***employees*** who have satisfactorily and continuously worked for ***you*** for at least one year.

2 All monetary payments or transfers for amounts exceeding £5,000, by:

a) cheque or other non-electronic financial documents must be manually signed by two of ***your*** authorised signatories after the amount has been inserted

b) electronic instructions requires at least two ***employees*** approved by ***you***, to issue each fund transfer instruction or any amendment, to ensure that no one ***employee*** can complete a fund transfer payment from beginning to end.

The following special requirements apply when the indemnity limit shown in the schedule is greater than £5,000:

You must comply with the following conditions. ***We*** will not pay any ***claim*** if these conditions have not been fully complied with:

1 At least two written satisfactory references must be obtained to confirm the honesty of each ***employee*** contracted to start working by ***you*** after the commencement date of this section. References from former employers must cover a minimum period of two years immediately preceding their employment by ***you*** and copies or notes must be retained. References need not be obtained for authorised volunteers, ***employees*** joining directly from school or under a government sponsored youth training scheme, or for existing ***employees*** who have satisfactorily and continuously worked for ***you*** for at least one year.

2 All cash book entries or other records of ***money***, including cash or any other negotiable instruments representing money or property, are reconciled and balanced at least monthly with a check of receipts and vouchers, independently of ***employees*** involved in the original transactions.

3 All statements of accounts are issued at least monthly and directly to customers independently of ***employees*** receiving or collecting payment.

4 All monetary payments or transfers for amounts exceeding £5,000, by:

a) cheque or other non-electronic financial documents must be manually signed by two of ***your*** authorised signatories after the amount has been inserted

b) electronic instructions requires at least two ***employees*** approved by ***you***, to issue each fund transfer instruction or any amendment, to ensure that no one ***employee*** can complete a fund transfer payment from beginning to end.

5 Accounts are audited or independently examined annually.

6 All ***money*** received to be paid into ***your*** bank accounts within three working days.

7 If ***you*** have any ***stock***, a full stock-take must be taken, at least once a year, independently of any ***employee*** normally involved with ***stock*** control.

8 The payment for goods or services shall involve the authorisation by an ***employee(s)*** not involved with the commissioning or ordering of those goods or services.

Claims settlement for Fidelity Guarantee

AUDITORS FEES

Within the Limits stated below, ***we*** will pay all auditors fees that ***you*** reasonably incur with ***our*** prior consent in formulating the amount of a loss in preparation of a ***claim made*** under this section.

LIMITS

The most ***we*** will pay for all ***claims made*** in any one ***period of insurance*** is the indemnity limit shown in the schedule.

The indemnity limit shall be considered as non-cumulative, and the most ***we*** will pay in any ***period of insurance*** is the indemnity limit shown in the schedule, regardless of how many years this policy has been in force.

Any and all ***fraudulent or dishonest acts*** committed by an ***employee*** shall be considered as one occurrence or event where that ***employee*** is involved or implicated.

Section 5 Legal Expenses

SPECIAL NOTES (not forming part of this policy wording):
1. The cover under this section has been arranged through ARAG Legal Expenses Insurance Company Limited (ARAG).
2. ARAG Legal Expenses Insurance Company Limited (registered in England and Wales, company number 103274) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and Prudential Regulation Authority.
3. We are responsible for paying any claims under this section but ARAG manage all claim matters and correspondence on our behalf. The legal advice service is provided by ARAG Law Limited and/or a preferred law firm on behalf of ARAG.
4. ARAG Law Limited (registered in England and Wales, company number 5417859) is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).
5. Please also refer to the notes under 'MAKING A CLAIM' at the front of this policy.

What is covered

We will indemnify the ***insured*** (or where specified, the ***insured person***) in respect of any ***insured incident*** detailed in this section arising in connection with ***your activities***, subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

a) ***reasonable prospects*** exist for the duration of the claim; and

b) the ***date of occurrence*** of the ***insured incident*** happens during the ***period of insurance***, or

c) the ***date of occurrence*** of the ***insured incident*** happens during the currency of a previous equivalent legal expenses insurance policy, provided that
   - the previous legal expenses insurance policy required the ***insured*** to report claims during its currency,
   - the ***insured*** could not have notified a claim previously as they could not have reasonably been aware of the ***insured incident***
   - cover has been continuously maintained in force
   - any claim that should have been reported under a previously operative legal expenses insurance policy will not be covered by ***us***, and
   - the available ***limit of indemnity*** shall be limited to the lesser of the sums payable under this or ***your*** previous policy; and

d) the ***insured incident*** happens within the ***countries covered***; and

e) any legal proceedings will be dealt with by a court or other body which ***ARAG*** agree to within the ***countries covered***

WHAT WE WILL PAY

We will pay an ***appointed representative*** on the ***insured's*** behalf ***costs and expenses*** incurred following an ***insured incident*** and any compensation awards that ***ARAG*** has agreed to provided that:

1. the most ***we*** will pay for ***costs and expenses*** and compensation awards in respect of all claims resulting from one or more events arising at the same time or from the same originating cause is shown as the ***limit of indemnity*** in the policy schedule
2. the most ***we*** will pay for the total of all compensation awards in respect of employment disputes in any one ***period of insurance*** shall not exceed £1,000,000
3. the most ***we*** will pay in ***costs and expenses*** is no more than the amount ***we*** would have paid to a ***preferred law firm or tax consultancy***. The amount ***we*** will pay a law firm (where acting on the ***insured's*** behalf) is currently £100 per hour - this amount may vary from time to time
4. in respect of an appeal or the defence of an appeal, the ***insured*** must tell ***ARAG*** as soon as possible and within the statutory time limits allowed that they want to appeal.
   Before ***we*** pay the ***costs and expenses*** for appeals, ***ARAG*** must agree that ***reasonable prospects*** exist
5. in respect of an enforcement of judgment to recover money and interest due to the ***insured*** after a successful claim under this section, ***ARAG*** must agree that ***reasonable prospects*** exist
6. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most ***we*** will pay in ***costs and expenses*** is the value of the likely award.

What is not covered

All ***insured incidents*** do not cover:

a) in the event of a claim, if the ***insured*** decides not to use the services of a ***preferred law firm or tax consultancy***, the ***insured*** will be responsible for any costs that fall outside the ***ARAG Standard Terms of Appointment*** and these will not be paid by ***us***

b) if the ***insured*** is registered for VAT, ***we*** will not pay the VAT element of any ***costs and expenses***

c) ***costs and expenses*** incurred before ***ARAG's*** expressed acceptance

d) fines, penalties, compensation or damages which the ***insured person*** is ordered to pay by a court, or other authority, other than compensation awards as covered under ***insured incidents*** 1.b) – Employment disputes and compensation awards (Compensation awards) and 2.a)iii – Legal defence (Data protection)

e) any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements

f) any claim relating to rights under a franchise or agency agreement entered into by the ***insured***

g) any wilful act or omission of an ***insured person*** deliberately intended to cause a claim under this section

h) any claim under this section for a dispute with ***ARAG***. For disagreements with ***ARAG*** about the handling of a claim under this section of the policy, refer to Special Condition 8 of this section

i) any claim relating to a shareholding or partnership share in the ***insured***

j) ***costs and expenses*** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
   This exclusion does not apply to ***insured incident*** 7 – Personal injury

k) any legal action an ***insured person*** takes which ***ARAG*** or the ***appointed representative*** have not agreed to, or where the ***insured person*** does anything that hinders ***ARAG*** or the ***appointed representative***

l) any claim where, either at the start of or during the course of a claim, the ***insured***:
   i. is declared bankrupt
   ii. has filed a bankruptcy petition
   iii. has filed a winding-up petition
   iv. has made an arrangement with their creditors
   v. has entered into a deed of arrangement
   vi. is in liquidation
   or part or all of the ***insured's*** affairs or property are in the care or control of a receiver or administrator

m) any claim relating to written or verbal remarks that damage the ***insured person's*** reputation

n) any claim where an ***insured person*** is not represented by a law firm, barrister or tax expert.

Section 5 Legal Expenses

What is covered	What is not covered
INSURED INCIDENT:	In addition to the section exclusions the following are not covered in respect of the ***insured incident*** against which they appear:
1. EMPLOYMENT DISPUTES AND COMPENSATION AWARDS a) EMPLOYMENT DISPUTES ***Costs and expenses*** to defend the ***insured's*** legal rights: i. before the issue of legal proceedings in a court or tribunal: a. following the dismissal of an ***employee***, or b. where an ***employee*** or ex-***employee*** has contacted ACAS (Advisory, Conciliation and Arbitration Service) to commence the Early Conciliation procedure ii. in unfair dismissal disputes under the ACAS Arbitration Scheme or iii. in legal proceedings in respect of any dispute relating to: a. a contract of employment with the ***insured***, or b. an alleged breach of the statutory rights of an ***employee***, ex-***employee*** or prospective ***employee*** under employment legislation.	1. Any employment dispute where the originating cause of action arises within the first 90 days of the indemnity provided by this section. 2. Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section. 3. Employee internal disciplinary or grievance procedures. 4. Any claim in respect of damages for personal injury or loss of or damage to property. 5. Any claim arising from or relating to current Transfer of Undertakings Regulations (TUPE) or Transfer of Employment (Pension Protection) Regulations. 6. Any claim relating to pursuing the ***insured's*** legal rights. If a claim is made under ***insured incident*** 1.a) – Employment disputes and compensation awards (Employment disputes) exclusions 1. and 2. above will not be enforced if the ***insured*** can provide written evidence of continuous and equivalent employment legal expenses insurance immediately prior to inception of this section.
b) COMPENSATION AWARDS Where ***ARAG*** have accepted a claim under ***insured incident*** 1.a) – Employment disputes and compensation awards (Employment disputes), ***we*** will pay up to the ***limit of indemnity*** for the following: i. any basic and compensatory award, and/or ii. an order for compensation or damages following a breach of the ***insured's*** statutory duties under employment legislation Provided that any sum of money in settlement of a dispute is awarded by a court or tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by ***ARAG***.	1. Any compensation award relating to the following: a) trade union activities, trade union membership or non-membership b) pregnancy or maternity rights, paternity, parental or adoption rights c) Health & Safety related dismissals brought under Section 44 of the Employment Rights Act 1996 d) statutory rights in relation to trustees of occupational pension schemes. 2. Non-payment of money due under a contract. 3. Any award ordered because the ***insured*** has failed to provide relevant records to ***employees*** under the National Minimum Wage legislation. 4. Any compensation award or increase in compensation award relating to failure to comply with a current or previous recommendation made by a tribunal. 5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.
c) EMPLOYEE CIVIL LEGAL DEFENCE ***Costs and expenses*** to defend the ***insured person's*** (other than the ***insured's***) legal rights, if i. an event arising from their work as an ***employee*** leads to civil action being taken against them under legislation for unlawful discrimination, or ii. as trustee of a pension fund set up for the benefit of the ***insured's employees***. ***We*** will only provide cover for an ***insured person*** (other than the ***insured***) at the ***insured's*** request.	
d) SERVICE OCCUPANCY ***Costs and expenses*** to recover possession of premises owned by, or for which, the ***insured*** is responsible, from an ***employee*** or ex-***employee*** of the ***insured***.	Any claim relating to defending the ***insured's*** legal rights other than defending a counter-claim that is an ***insured incident*** under this section.

Section 5 Legal Expenses

What is covered

2. LEGAL DEFENCE

a) ***Costs and expenses*** to defend the ***insured person's*** legal rights in respect of the following:

i. CRIMINAL PRE-PROCEEDINGS COVER
prior to the issue of legal proceedings when dealing with the Police, or other body with criminal investigatory powers, where it is alleged that the ***insured person*** has or may have committed a criminal offence

ii. CRIMINAL PROSECUTION DEFENCE
Following an event which leads to the ***insured person*** being prosecuted in a court of criminal jurisdiction

Provided that for any claim under ***insured incident*** 2.a)i. Legal defence (Criminal pre-proceedings cover) and 2.a)ii. Legal defence (Criminal prosecution defence) relating to the Health and Safety at Work etc. Act 1974, the ***countries covered*** shall be any place where the Act applies

We will only cover criminal investigations and/or prosecutions which arise in connection with ***your activities***.

iii. DATA PROTECTION
a civil action taken against the ***insured person*** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

a. an individual

We will also pay any compensation award up to the ***limit of indemnity*** in respect of such a claim.

b. a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor.

We will not pay any compensation award in respect of such a claim.

Provided that any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by ***us***.

iv. WRONGFUL ARREST
a civil action taken against the ***insured person*** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the ***period of insurance***.

v. FORMAL INVESTIGATIONS AND DISCIPLINARY HEARINGS
in representing the ***insured person***:

a. throughout a formal investigation conducted by the Equality and Human Rights Commission or Equality Commission for Northern Ireland following a complaint against an ***insured person***.

b. throughout a formal investigation or disciplinary hearing conducted by any other relevant business association, professional, or regulatory body.

vi. STATUTORY NOTICE APPEALS
an appeal against the imposition or terms of any statutory notice issued under legislation affecting ***your activities***.

b) JURY SERVICE AND COURT ATTENDANCE
We will pay for an ***insured person's*** absence from work to:

i. perform jury service

ii. attend any court or tribunal at the request of the ***appointed representative***

The maximum ***we*** will pay is the ***insured person's*** net salary, or wages, for the time that they are attending court or tribunal, less any amount the ***insured***, court or tribunal pays. ***We*** will also reimburse the ***insured*** for net salary or wages that they have paid the ***insured person*** for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

Provided that for each paragraph of cover within ***insured incident*** 2 Legal Defence the ***insured*** requests cover for the ***insured person***.

What is not covered

1. In respect of ***insured incident*** 2.a)i – Legal defence (Criminal pre-proceedings cover), any criminal investigation or enquiry relating to an ***insured person's*** tax affairs

2. In respect of ***insured incidents*** 2.a)i – Legal defence (Criminal pre-proceedings cover) and 2.a)ii – Legal defence (Criminal prosecution defence), any claim relating to a parking offence.

3. In respect of ***insured incident*** 2.a)iii – Legal defence (Data protection), any claims relating to

(1) the loss, alteration, corruption or distortion of, or damage to stored personal data or

(2) a reduction in the functionality, availability, or operation of stored personal data

where either (1) or (2) above have resulted from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

4. In respect of ***insured incident*** 2.a)iii – Legal defence (Data protection), ***we*** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body.

5. In respect of ***insured incident*** 2.a)vi – Legal defence (Statutory notice appeals)

(1) any statutory notice issued by an ***insured person's*** regulatory or governing body

(2) any appeal against the imposition or terms of any statutory notice issued in connection with an ***insured's*** licence, mandatory registration or British Standard Certificate of Registration

(3) any appeal which does not follow, or is not eligible to follow, the appeals process set out in the legislation under which the relevant notice has been issued.

6. In respect of ***insured incident*** 2.b) – Legal defence (Jury service and court attendance), any claim where the ***insured*** or the ***insured person's*** loss cannot be proven by them.

Section 5 Legal Expenses

What is covered	What is not covered
3. STATUTORY LICENCE APPEAL ***Costs and expenses*** in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel the ***insured's*** licence, or mandatory registration or British Standard Certificate of Registration.	1. The original application or renewal application of a statutory licence or mandatory registration or British Standard Certificate of Registration. 2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.
4. CONTRACT DISPUTES ***Costs and expenses*** in a contractual dispute arising from an agreement or alleged agreement which has been entered into by, or on behalf of, the ***insured*** for the purchase, hire, sale or provision of goods or of services Provided that: A. the amount in dispute exceeds £250 (including VAT) B. if the dispute relates to money owed to the ***insured***, a claim under this section is made within 90 days of the money becoming due and payable C. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 (including VAT).	1. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If ***you*** are using: • ***ARAG's preferred law firm or tax consultancy***, ***you*** will be asked to pay this within 21 days of the claim having been assessed as having ***reasonable prospects*** • ***your*** own law firm, this will be within 21 days of their appointment, following confirmation that the claim has ***reasonable prospects***. If ***you*** do not pay this amount cover could be withdrawn. 2. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the ***date of occurrence*** is within the first 90 days of the indemnity provided by this section, unless equivalent legal expenses insurance was continuously in force immediately before. 3. Any claim relating to the following: a) a dispute relating to an insurance policy, other than when the ***insured's*** insurer refuses a claim b) the: i. sale ii. purchase iii. terms of a lease iv. licence v. tenancy of land or buildings, however ***we*** will cover a dispute with a professional adviser in connection with these matters c) a loan, mortgage, pension, guarantee or any other financial product, however ***we*** will cover a dispute with a professional adviser in connection with these matters d) a motor vehicle owned by, or hired by, or leased to, the ***insured*** other than agreements relating to the sale of motor vehicles where the ***insured*** is engaged in the business of selling motor vehicles. 4. A dispute with an ***employee*** or ex-***employee*** which arises out of, or relates to, a contract of employment with the ***insured***. 5. A dispute which arises out of the: a) sale or provision of computer hardware, software, systems or services b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to the ***insured's*** own specification. 6. A dispute arising from a breach or alleged breach of professional duty by an ***insured person***. 7. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

Section 5 Legal Expenses

What is covered	What is not covered
5. DEBT RECOVERY ***Costs and expenses*** in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services including enforcement of judgments Provided that: A. the debt exceeds £250 (including VAT) B. the claim is made within 90 days of the money becoming due and payable C. ***ARAG*** has the right to select the method of enforcement or to forego enforcing judgement if they are not satisfied that there are, or will be, sufficient assets available to satisfy judgement.	1. Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section, if the debt is due within the first 90 days of the indemnity provided by this section, unless equivalent legal expenses insurance was continuously in force immediately before. 2. Any claim relating to the following: a) the settlement payable under an insurance policy b) the: i. sale ii. purchase iii. terms of a lease iv. licence v. tenancy of land or buildings c) a loan, mortgage, pension, guarantee or any other financial product, however ***we*** will cover a dispute with a professional adviser in connection with these matters d) a motor vehicle owned by, or hired by, or leased to, the ***insured*** other than agreements relating to the sale of motor vehicles where the ***insured*** is engaged in the business of selling motor vehicles. 3. A dispute which arises out of the purchase, hire, sale or provision of computer hardware, software, systems or services. 4. The recovery of money and interest due from another party where the other party intimates that a defence exists. 5. Any dispute which arises from debts the ***insured*** has purchased from a third party.
6. PROPERTY PROTECTION ***Costs and expenses*** in a civil dispute relating to physical property which is owned by, or the responsibility of, the ***insured***, provided that the ***insured*** has established the legal ownership or right to the physical property that is the subject of the dispute, or there are ***reasonable prospects*** of establishing the ***insured*** has the legal ownership or right to the physical property, following: a) any event which causes physical damage to such physical property, or b) a legal nuisance, or c) a trespass.	Any claim relating to: a) a contract entered into by the ***insured*** b) physical property which is in transit or which is lent or hired out c) physical property at premises other than those occupied by the ***insured***, unless the property is at such premises for the purpose of installations or use in work to be carried out by the ***insured*** d) defending the ***insured's*** legal rights, but ***we*** will cover defending a counter-claim that is an ***insured incident*** under this section e) a motor vehicle owned by, or used by, or hired by, or leased to, an ***insured person*** (other than damage to motor vehicles where the ***insured*** is engaged in the business of selling motor vehicles) f) the enforcement of a covenant by, or against, the ***insured***.
7. PERSONAL INJURY At the ***insured's*** request, ***we*** will pay ***costs and expenses*** for an ***insured person's*** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to, them.	Any claim relating to: a) any illness or bodily injury, that happens gradually b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury c) defending an ***insured person's*** and their family members' legal rights other than in defending a counter-claim d) clinical negligence.

Section 5 Legal Expenses

What is covered	What is not covered
8. TAX PROTECTION ***Costs and expenses*** to negotiate on behalf of the ***insured*** and, at the request of the ***insured***, the directors and partners of the ***insured*** in the event that one of the following enquiries is undertaken in direct connection with ***your activities***: a) a tax enquiry, being a written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either: i. includes a request to examine any aspect of the ***insured's*** books and records; or ii. advises of a check of the ***insured's*** whole tax return b) a Charity Commission enquiry, being an investigation by the Charity Commission into the ***insured's*** business accounts c) an employer compliance dispute, being a dispute with HM Revenue & Customs concerning the ***insured's*** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations d) a VAT dispute, being a dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to the ***insured's*** VAT affairs provided that: the ***insured***, director or partner under investigation has taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed.	Any claim: a) arising from a tax avoidance scheme b) caused by the failure to register for Value Added Tax or Pay As You Earn c) arising from any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigation Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit under Public Notice 160 or by the Revenue and Customs Prosecution Office d) arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences e) relating to import or excise duties and import VAT.

Special conditions for Legal Expenses

1 YOUR REPRESENTATION

a) On receiving a claim, if representation is necessary, ***ARAG*** will appoint a ***preferred law firm or tax consultancy*** as the ***insured's appointed representative*** to deal with the ***insured's*** claim. They will try to settle the ***insured's*** claim by negotiation without having to go to court.

b) If the appointed ***preferred law firm or tax consultancy*** cannot negotiate settlement of the ***insured's*** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the ***insured*** may, if they prefer, choose a law firm or tax expert of their own choice to act as the ***appointed representative***. ***ARAG*** will choose the ***appointed representative*** to represent the ***insured*** in any proceedings where ***we*** are liable to pay a compensation award.

c) If the ***insured*** chooses a law firm as their ***appointed representative*** who is not a ***preferred law firm or tax consultancy***, ***ARAG*** will give the ***insured's*** choice of law firm the opportunity to act on the same terms as a ***preferred law firm or tax consultancy***.
However if they refuse to act on this basis, the most ***we*** will pay is the amount ***we*** would have paid if they had agreed to the ***ARAG Standard Terms of Appointment***. The amount ***we*** will pay a law firm (where acting as the ***appointed representative***) is currently £100 per hour - this amount may vary from time to time.

d) The ***appointed representative*** must co-operate with ***ARAG*** at all times and must keep ***ARAG*** up to date with the progress of the claim.

2 YOUR RESPONSIBILITIES

An ***insured person*** must:

a) co-operate fully with ***ARAG*** and the ***appointed representative***

b) give the ***appointed representative*** any instructions that ***ARAG*** ask them to.

Special conditions for Legal Expenses

3 OFFERS TO SETTLE A CLAIM

a) An ***insured person*** must tell ***ARAG*** if anyone offers to settle a claim and must not negotiate or agree to any settlement without expressed consent from ***ARAG***.

b) If an ***insured person*** does not accept a reasonable offer to settle a claim, ***we*** may refuse to pay further ***costs and expenses***.

c) ***We*** may decide to pay an ***insured person*** the reasonable value of the claim that the ***insured person*** is claiming or is being claimed against them, instead of starting or continuing legal action. In these circumstances an ***insured person*** must allow ***ARAG*** to take over and pursue or settle a claim in their name.
An ***insured person*** must allow ***ARAG*** to pursue at ***our*** expense and for ***our*** benefit, any claim for compensation against any other person and an ***insured person*** must give ***ARAG*** all the information and help ***ARAG*** need to do so.

4 ASSESSING AND RECOVERING COSTS

a) An ***insured person*** must instruct the ***appointed representative*** to have ***costs and expenses*** taxed, assessed or audited if ***ARAG*** ask for this.

b) An ***insured person*** must take every step to recover ***costs and expenses*** and court attendance and jury service expenses that ***we*** have to pay and must pay ***us*** any amounts that are recovered.

5 CANCELLING AN APPOINTED REPRESENTATIVE'S APPOINTMENT

If the ***appointed representative*** refuses to continue acting for an ***insured person*** with good reason, or if an ***insured person*** dismisses the ***appointed representative*** without good reason, the cover ***we*** provide will end immediately unless ***ARAG*** agree to appoint another ***appointed representative***.

6 WITHDRAWING COVER

a) If an ***insured person*** settles a claim or withdraws their claim without ***ARAG's*** agreement, or does not give suitable instructions to the ***appointed representative***, ***we*** can withdraw cover and will be entitled to reclaim any ***costs and expenses we*** have paid.

b) If during the course of a claim ***reasonable prospects*** no longer exist, the cover ***we*** provide will end at once. ***We*** will pay any ***costs and expenses*** and compensation awards ***we*** have agreed to, up to the date cover was withdrawn.

7 EXPERT OPINION

If there is a disagreement between an ***insured person*** and ***ARAG*** on the merits of the claim or proceedings, or on a legal principle, ***ARAG*** may suggest the ***insured person*** obtains, at their own expense, an opinion on the matter from an independent and appropriate expert.

The expert must be approved in advance by ***ARAG*** and the cost expressly agreed in writing between the ***insured person*** and ***ARAG***. Subject to this, ***we*** will pay the cost of getting the opinion, if the expert's opinion indicates that it is more likely than not that the ***insured person*** will recover damages (or obtain any other legal remedy that ***ARAG*** have agreed to) or make a successful defence.

This does not affect the ***insured person's*** rights under Special Condition 8 of this section.

8 ARBITRATION

If there is a disagreement about the handling of a claim and it is not resolved through ***ARAG's*** internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service, there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, ***ARAG*** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9 KEEPING TO THE TERMS OF THIS SECTION

An ***insured person*** must:

a) keep to the terms and conditions of this section and of this policy

b) take reasonable steps to avoid and prevent claims

c) take reasonable steps to avoid incurring unnecessary costs

d) send everything ***ARAG*** ask for in writing

e) give ***ARAG*** full and factual details of any claim and give ***ARAG*** any information they need, and

f) report any claim to ***ARAG*** within 180 days of the date the ***insured person*** should have known about the ***insured incident***.

10 LAW THAT APPLIES

This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the ***insured*** is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Section 6 Cyber

What is covered

The following insured events are covered under this section when shown as insured in the schedule:

1. CYBER LIABILITY

We will pay all amounts which ***you*** become legally liable to pay as damages and ***costs and expenses*** following a ***claim made*** in the course of ***your activities*** as a result of:

a) ***you***, any ***employee*** of ***yours***, or ***your service provider*** failing to secure or prevent unauthorised access to, publication of or use of ***data*** (including any interference with any right to privacy or publicity, breach of confidence or ***your data privacy obligations***)

b) ***you***, or ***your employees*** unintentionally transmitting, or failing to prevent or restrict the transmission of, a ***computer virus***, ***hacking*** attack or ***denial of service attack*** from ***your computer system*** to a third party

c) loss of reputation (including that of a product), or intellectual property rights being breached as a result of:

i. the content of any emails distributed by ***your computer system***;

ii. the content of ***your*** website;

iii. online promotional marketing material; or

iv. other ***data*** processed or distributed by ***your computer system***.

2. DATA-BREACH EXPENSE

We will pay for a ***claim made*** for the following costs and expenses resulting from ***your*** failure to keep to ***your data privacy obligations*** in the course of ***your activities***:

a) the cost of hiring professional, legal and forensic information-technology services to investigate and tell ***you*** how ***you*** should respond

b) the cost of informing affected parties, the data privacy regulator and other relevant third parties or organisations worldwide

c) the cost of providing the following support services to affected parties as the result of ***you*** failing to keep to ***your data privacy obligations***:

i. credit file monitoring, identity theft assistance and helping the affected parties to correct their credit records and take back control of their personal identity

ii. providing a helpline to respond to enquiries after informing affected parties

These services will only be provided for 12 months, and only if:

- the ***data privacy obligations you*** have failed to keep to relate to ***personal data***; or
- ***you*** must provide the relevant service under ***your data privacy obligations***

d) public-relations and crisis-management expenses, if ***we*** have given ***our*** written consent, for communicating with the media, ***your*** customers and the public to minimise damage to brands and business operations, and any damage to ***your*** reputation.

What is not covered

We will not cover damages, liability or ***costs and expenses*** arising directly or indirectly from:

1. The amount of ***excess*** shown in the schedule.
2. Loss of ***income*** during the ***time excess***.
3. Fines or penalties except as covered under the Fines and Penalties extension to this section.
4. Punitive, exemplary, aggravated or multiplied damages.
5. Liquidated damages except as covered under the Fines and Penalties extension to this section.
6. Any claim brought against ***you*** by:

a) any other party named in the schedule as the ***policyholder***

b) any of ***your*** parent or subsidiary companies

c) any company which ***you*** are a director, officer, partner or employee of and have a financial interest in.

This exclusion does not apply to ***personal data*** relating to ***employees*** or ***directors*** as long as any benefit they receive is no more than any third party would receive.

7. Defamatory or disparaging statements or publications made deliberately or recklessly if it could be anticipated by a reasonable person that the statements could result in a demand for damages and ***costs and expenses*** against ***you***.
8. ***You*** failing to keep to any obligation ***you*** have to ***your employees***, unless this is specifically insured by this section after ***your data privacy obligations*** have not been met.
9. Any mistakes in financial statements or representations concerning ***your activities***.
10. ***You*** actually or allegedly breaking any taxation, competition, restraint of trade, or anti-trust law or regulation.
11. Infringement of any patent without the patent holder's permission.
12. Goods, products or software sold, supplied, manufactured, constructed, installed, maintained, repaired, altered or treated by ***you***.
13. Inadequate or incorrect advice or services ***you*** have provided whether given for a fee or not.
14. The cost of correcting any failings in procedures, systems or security.
15. Loss arising from:

a) the consequences of any circumstances known by ***you*** at the commencement of this cover

b) claims or circumstances which ***you*** have already reported, or should have reported to a previous insurer prior to the commencement of this cover.

16. Any extortion, blackmail or ransom payments or demands except as covered in the Cyber Crime insured event to this section.
17. Penalties ***you*** have to pay under a contract for any delay, or in connection with guarantees of performance or efficiency.
18. Any deliberate act, or failure to act by ***you*** or any ***director***, unless the deliberate act or failure to act is to prevent or minimise ***bodily injury***, ***damage*** to ***your hardware***, loss of ***income*** or a ***claim made***.
19. The cost of normal ***computer system*** maintenance.

Section 6 Cyber

What is covered

3. COMPUTER SYSTEM DAMAGE, DATA, EXTRA COST AND LOSS OF INCOME

We will pay for any ***claim made*** as a result of a ***cyber event*** for the following:

a) the cost of investigating, reconfiguring and rectifying any ***damage*** to ***your computer system*** or the ***computer system*** of a ***service provider***, and restoring and recreating ***data***

Cover under this insured event does not include the value of ***data*** to ***you***, even if the ***data*** cannot be restored or recreated.

b) extra costs to prevent or reduce the disruption to the functions carried out by ***your computer system*** during the ***indemnity period***

c) ***your*** loss of ***income*** during the ***indemnity period***.

The amount of loss of ***income we*** will pay will be:

i. based on the ***income*** during the 12 months before the ***cyber event***, as recorded in ***your*** accounts

ii. adjusted to reflect trends and circumstances which may affect the ***income***, or which would have affected the ***income***, had the ***cyber event*** not occurred.

4. CYBER CRIME

We will pay for a ***claim made*** for the following:

a) ***your*** financial loss:

i. following ***hacking*** that results in fraudulent input, destruction or modification of ***data*** in ***your computer system***, or the ***computer system*** of ***your service provider***, leading to:

- money being taken from any account;
- goods, services, property or financial benefit being transferred; or
- credit arrangement being made;

ii. resulting from ***you*** transferring funds from ***your*** account to that of a third party as a direct result of a fraudulent electronic communication

provided that ***you*** have not received any benefit in return, and ***you*** cannot recover the loss from a financial institution or other third party.

We will also pay the cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently.

b) ***your*** liability to make any payment to ***your*** telephone service provider solely as the result of ***hacking*** into ***your computer system***

c) the cost of employing specialist support to verify that a threat is genuine and to help ***you*** respond and with ***our*** written agreement the payment of a ransom demand, if anyone has or threatens to:

i. cause ***damage*** to or disrupt ***your computer system*** by introducing a ***computer virus***, or to initiate a ***hacking*** attack or ***denial of service attack*** against ***you***;

ii. release, publish, corrupt, delete or alter ***data*** from ***your computer system*** if this would cause ***you*** commercial or financial harm or damage ***your*** reputation; or

iii. fraudulently or maliciously use ***your computer system*** to cause a loss to ***you*** or a third party;

provided ***you*** can demonstrate that ***you*** have good reason to believe that the threat is not a hoax, and ***you*** have reported it to the police.

What is not covered

20. Any:

a) ***act of terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the ***damage***, loss of ***income*** or other loss

b) civil commotion in Northern Ireland

c) action taken to controlling, preventing, suppressing or in any way relating to any ***act of terrorism***.

Computer virus, ***hacking*** or ***denial of service attack*** will not be regarded as an ***act of terrorism***.

21. ***Your*** commercial decision to stop trading, or the decision of a ***service provider***, customer or supplier of ***yours*** to stop or reduce trade with ***you*** or restrict services.

22. Losses due to:

a) wear and tear, gradual deterioration or rust;

b) scratching or chipping of painted or polished surfaces;

c) erosion or corrosion; or

d) gradual reduction in performance.

However, ***we*** will pay for loss resulting from the causes above which ***we*** would have otherwise paid under this section.

23. ***Your*** insolvency or bankruptcy.

24. Under insured event 3 'Computer system damage, data, extra cost and loss of income' the failure or interruption of any electrical power supply network or telecommunication network not owned and operated by ***you***.

This exclusion shall not apply to any cost or loss caused by or resulting from physical damage, if otherwise insured by this section, to the electrical power supply network, telecommunication network or other property.

Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

25. Under insured event 4 'Cyber Crime' any financial loss resulting from actual or alleged fraudulent use of credit or debit card.

26. Under insured event 4 'Cyber crime' any ***hacking*** by an ***employee***.

27. Under insured event 4 'Cyber crime' any financial loss resulting from a fraudulent application for credit, or the provision of false details in applying for credit or opening an account with ***you***.

Special conditions for Cyber

You must comply with the following conditions. ***We*** will not cover any ***claim*** if these conditions have not been fully complied with unless ***you*** can show that the non-compliance could not have increased the risk of the loss or ***damage*** arising in the circumstances in which it arose:

1 REPORTING A CLAIM

As soon as ***you*** know about any incident or circumstance that may result in a ***claim you*** must tell the person who arranged ***your*** policy (or ***us***), providing full details, as soon as possible after ***you*** becoming aware of the ***claim made*** and within 14 days in the case of a ***claim made*** relating to a demand for ***costs and expenses*** or a notice of regulatory action against ***you***.

As soon as ***you*** become aware of a ***claim made you*** must also:

a) keep any ***damaged hardware***, other property covered by this policy and other evidence, and allow ***us*** to inspect it

b) give ***us*** details of any other insurances ***you*** have which may cover ***damage***, loss of ***income***, damages, ***costs and expenses*** or other loss covered by this section

c) tell ***us*** if ***you*** recover money from a third party (***you*** may need to give the money to ***us***).

You must not admit responsibility or liability, or agree to pay any money or provide any services on ***our*** behalf, without ***our*** written consent.

SPECIAL NOTE (not forming part of this policy wording):
These special conditions apply in addition to General Condition 11 CLAIMS PROCEDURE (YOUR DUTIES)

2 PROTECTING DATA

You must make sure appropriate procedures are in place for disposing of and destroying ***hardware*** and hard copy files in order to protect ***data***.

3 CONTROLLING DEFENCE

We can, but do not have to, take control of investigating, settling or defending any claim made against ***you. We*** will take this action in ***your*** name. If necessary, ***we*** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. ***We*** may appoint ***your*** solicitor, but only on a fee basis similar to that of ***our*** own solicitor, and only for work done with ***our*** permission in writing. ***We*** will only defend claims if ***we*** think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

4 RECOVERIES

a) If ***you*** have made a ***claim*** and ***you*** later recover money from a third party, ***you*** must tell ***us*** immediately. If ***we*** have paid the ***claim***, ***you*** may have to give the money to ***us***

b) If ***we*** have paid a ***claim*** and ***we*** then recover money from a third party, ***we*** will give ***you*** any proceeds above the amount ***we*** paid ***you*** in connection with the ***claim***.

Any amount due from ***you*** or ***us*** must be paid as soon as reasonably possible.

5 REASONABLE CARE

You must:

a) make sure that ***your hardware*** is maintained, inspected and tested as recommended by the manufacturer;

b) keep a record of all maintenance and ***data*** back-up procedures and maintenance carried out, and let ***us*** check those records;

c) take all reasonable steps and precautions to prevent or reduce ***damage*** or other loss covered by ***your*** policy; and

d) not continue to use ***hardware*** after ***damage***, unless ***we*** have given ***our*** written permission.

If ***you*** do not keep to this condition ***we*** may:

i. refuse to pay part or all of ***your claim***; and

ii. cancel ***your*** policy in accordance with ***our*** rights under the Cancellation (Our Rights) general condition.

6 DEFENCE SOFTWARE

Your computer system must be protected by a:

a) virus-protection software package which is:
- licensed to ***you***;
- paid for and not freely available; and
- updated at least every 7 days

b) firewall on all external gateways to the internet, and that firewall must be maintained.

7 DATA BACK-UP

You must:

a) back-up original ***data*** at least every 7 days

b) take precautions to make sure that all ***data*** is stored safely.

If a ***service provider*** processes or stores ***data*** for ***you***:

c) make sure that the terms of the contract between ***you*** and the ***service provider*** allow ***data*** to be backed-up in line with this condition.

If ***you*** have failed to keep to this condition, ***we*** may still pay a ***claim*** if ***you*** can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond ***your*** control.

8 RIGHT TO SURVEY

At ***our*** request, ***you*** must give ***us*** access to ***your premises*** at an agreed date and time to carry out a risk survey.

If ***you*** do not keep to this condition ***we*** may cancel ***your*** policy in accordance with ***our*** rights under the Cancellation (Our Rights) general condition.

9 DATA PROTECTION AUTHORITY

Under the Cyber Liability and Data-Breach Expense insured events:

You must have paid the relevant data protection fee to, or be registered with the supervisory authority established for the purpose of monitoring the application of data protection regulations that applies to ***your activities*** unless ***you*** are exempted from doing so by the relevant legislation.

Extensions for Cyber

What is covered		What is not covered
1	AVOIDING CORRUPTION At ***our*** written consent: a) ***we*** will pay the cost of locating and removing a ***computer virus*** from ***your computer system*** which has not necessarily caused any ***damage*** or disruption; and b) where a ***computer virus*** or ***hacking*** attack has affected ***your computer system*** during the ***period of insurance***, ***we*** will pay the cost of hiring professional consultants to make recommendations on how to prevent ***your computer system*** from being infected by ***computer virus*** or to prevent ***hacking***. The most ***we*** will pay for all ***claims*** in any one ***period of insurance*** is £15,000.	
2	SECURITY AUDIT If ***your*** failure to keep to ***data privacy obligations*** insured by this section resulted from security weaknesses in ***your computer system***, ***we*** will pay the cost of a professional consultant carrying out an audit of ***your computer system*** to assess the security weaknesses and advise ***you*** on how to make improvements. The most ***we*** will pay for all ***claims*** in any one ***period of insurance*** is £15,000.	
3	INVESTIGATION COST If ***we*** accept a ***claim*** for ***damage*** or other loss, and ***we*** agree in writing, ***we*** will pay the cost of investigating possible repair, replacement or restoration. The most ***we*** will pay for all ***claims*** in any one ***period of insurance*** is £15,000.	
4	LOSS-PREVENTION MEASURES ***We*** will pay the cost of preventing or minimising actual or expected ***damage*** or other loss covered by this section, provided that: a) ***damage*** or other loss would be expected if the measures were not taken; b) ***we*** are satisfied that the ***damage*** or other loss has been prevented or minimised by these measures; and c) the cost is limited to the cost of ***damage*** or other loss which would have been caused. The most ***we*** will pay for all ***claims*** in any one ***period of insurance*** is £15,000.	
5	TEMPORARY AND FAST-TRACKED REPAIR ***We*** will pay the cost of making temporary repairs and fast-tracking a permanent repair, replacement or restoration, provided ***we*** have accepted a ***claim*** for ***damage*** or other loss. The most ***we*** will pay for all ***claims*** in any one ***period of insurance*** is £15,000.	
6	ACCOUNTANTS' FEES ***We*** will pay the cost of: a) extra staffing costs; and b) extra fees charged by ***your*** usual auditors or accountants incurred by ***you*** as a result of providing the information ***we*** need to work out the amount ***we*** should pay. The most ***we*** will pay for all ***claims*** in any one ***period of insurance*** is £15,000.	

Extensions for Cyber

What is covered		What is not covered
7	NON-INVALIDATION Cover under this section will not be affected by any act, failure to act or change in circumstance which increases the risk of ***damage***, loss of ***income***, a claim for damages or other loss covered by this section, which ***you*** could not have known about or controlled. Provided that as soon as ***you*** (or anyone acting for ***you***) become aware of any act, failure or change in circumstance which may affect the policy, ***you***: a) tell ***us*** as soon as possible; and b) keep to any extra terms and conditions ***we*** set. This applies to any change of circumstance which arises, whether before or during the ***period of insurance***, including before ***we*** renew this section.	
8	MORE THAN ONE INSURED If more than one party is named as the ***insured*** in the schedule, the first named ***insured*** will receive all notices and agree any changes to the policy and will be treated as acting for all the named ***insureds***. ***We*** will not remove any named ***insured*** without their permission.	
9	FINES AND PENALTIES Under the Cyber Liability insured event: Where insurable by law, ***we*** will pay fines, penalties and liquidated damages ***you*** become legally liable to pay as a result of ***you*** failing to keep to ***your data privacy obligations***. The most ***we*** will pay for all ***claims*** in any one ***period of insurance*** is £15,000.	

Claims settlement for Cyber

LIMITS

The most ***we*** will pay in total for all ***claims made*** in any one ***period of insurance***, including ***costs and expenses*** is the sum insured shown in the schedule.

The amount ***we*** pay under extensions 1 to 6 to this section is the limit stated in the extension which is in addition to the limitations stated above.

For any ***claim***, the total amount ***we*** will pay will not be more than the limits stated above regardless of the number of people or organisations insured by the policy.

Any ***claim we*** pay will not include VAT, unless ***you*** cannot recover part or all of the VAT ***you*** have paid.

Section 7 All Risks

What is covered

We will pay for ***damage*** to ***your*** property, or property for which ***you*** are responsible, as listed in the All Risks Specification in the schedule occurring within the stated geographical limits.

RESTRICTED COVER

If ***we*** cover any of the following property:

1. marquees or tents
2. inflatables
3. sports equipment (including winter sports)
4. wind turbines
5. solar or photovoltaic panels

either specifically or as part of a miscellaneous item in the All Risks Specification, the cover is restricted to ***damage*** to such property caused by the following events only:

a) fire, explosion, lightning, earthquake or smoke

b) theft or attempted theft

c) riot and civil commotion

d) storm or ***flood***

e) aircraft or other aerial devices or articles dropped from them

f) impact by any road vehicle, train or animal

g) accidental ***damage*** caused by falling trees, branches, telegraph poles, lamp posts or pylons

occurring within the stated geographical limits.

What is not covered

1. The amount of ***excess*** shown in the schedule but increased to £250 in respect of theft or attempted theft of property from any trailer.
2. Consequential loss of any kind.
3. ***Damage***:
   a) which is specifically included or excluded elsewhere under this section or by endorsement
   b) to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs
   c) attributable solely to change in the water table level
   d) resulting from the stoppage of work.
4. ***Damage*** to any:
   a) money, securities, credit and debit cards
   b) strings, reeds or drumheads on musical instruments
   c) living creatures
   d) trees, shrubs, plants or other vegetation
   e) explosives.
5. ***Damage*** caused by or consisting of:
   a) existing or hidden defects, depreciation,wear and tear, ***damage*** that happens gradually, faulty or defective design, materials or workmanship. But this does not apply to subsequent damage which itself results from a cause not otherwise excluded.
   b) the deliberate erasure, loss, distortion or corruption of ***data***
   c) mildew, mould, fungi or rot
   d) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
   e) acts of fraud or dishonesty.
6. ***Damage*** caused by:
   a) action of light, atmospheric or climatic conditions (other than storm or ***flood***) or frost
   b) moths, vermin, insects, parasites or woodworm, but this does not apply to subsequent ***damage*** which itself results from a cause not otherwise excluded
   c) domestic pets
   d) ***subsidence***, ***heave***, landslip or ***settlement*** unless event 14 of the Property Damage section is operative and shown in the schedule
   e) any process of cleaning, dyeing, altering, repairing, renovating or restoring
   f) a rise or fall in temperature
   g) any heating process or any process involving the application of heat.
7. ***Damage*** consisting of:
   a) marring or scratching
   b) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.
8. ***Damage*** by theft of:
   a) property from a soft topped, soft sided, open topped or open sided trailer
   b) property from any unattended motor vehicle unless:
      i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and
      ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked
   c) any bicycle unless at the time of ***damage*** it is in a locked building or is attached by an appropriate security device to a permanently fixed structure.
9. ***Damage*** arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
10. ***Damage*** caused by or happening through confiscation or destruction or requisition by order of any government or any public authority.

Special requirement for All Risks

You must comply with the following condition. ***We*** will not cover any ***claim*** if this condition has not been fully complied with unless ***you*** can show that the non-compliance could not have increased the risk of the loss or ***damage*** arising in the circumstances in which it arose:

1 TRAILER SECURITY

in respect of any trailer, and/or contents of any trailer, insured under this section, when the trailer is parked and not in use, to:

a) keep it in a locked building or locked compound, or

b) immobilise it by means of a wheel-clamp or hitch lock security device, and its door(s) or shutter(s) must be secured with a coach-bolted locking bar and close shackle padlock.

Extension for All Risks

What is covered		What is not covered
1	ADDITIONAL INTERESTS The interest of any third party in any property insured by this section is automatically noted provided that: a) the interest is required to be included on this policy by ***you*** under the terms of any hiring lease or hire purchase agreement b) the cover for the additional interest is no more extensive than the current cover provided to ***you*** under this policy at the time the interest commences c) ***you*** advise full details to ***us*** in writing as soon as reasonably practicable.	

Claims settlement for All Risks

We can choose to settle a ***claim*** for ***damage*** by either:

a) paying for the full cost of repairing, or

b) by making a cash payment, or

c) replacing the property insured.

Unless otherwise stated, settlement will be calculated on the basis of ***reinstatement*** except for any type of clothing or linen.

If the ***reinstatement*** basis of settlement does not apply then settlement will be based on the replacement or repair of property ***damaged*** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the ***damage***.

We will not be bound to reinstate exactly or completely any property that is the subject of a ***claim***, but only as circumstances permit and in reasonably sufficient manner.

COMPUTERS

Subject to the item limit, ***we*** will include where necessary the replacement of available proprietary (made or sold by a particular company and protected by registered trademark) software plus any reasonable cost of specialist software or network installation by professional technicians.

We will not pay for:

a) installation of software that can be completed by ***you*** following manufacturer's standard instructions

b) any non-proprietary software

c) reconstitution or re-input of any electronic data held

d) the value to ***you*** of any electronic data.

UNDERINSURANCE

When ***reinstatement*** applies: if at the time of ***damage*** the sum insured (adjusted for index-linking) for any item is less than its full ***reinstatement*** value ***we*** will only pay the same proportion of the ***damage*** as the sum insured bears to the full ***reinstatement*** value for that item.

When ***reinstatement*** does not apply: if at the time of the ***damage***, the sum insured (adjusted for index-linking) by any item is less than the total cost of replacing or repairing the property to which that sum insured relates to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the ***damage***, then the amount ***we*** will pay will be reduced in the same proportion that the sum insured (adjusted for index-linking) bears to its total cost of replacement or repair.

Claims settlement for All Risks

LIMITS

The most ***we*** will pay in any one ***period of insurance*** is the:

a) sum insured for each item

b) total sum insured for all items

shown in the schedule or listed within the All Risks Specification of the schedule, unless such sum insured is reinstated after a ***claim*** in accordance with the Automatic Reinstatement of Sum Insured.

The sum(s) insured will be adjusted for any index-linking increases up to the completion of ***reinstatement*** where applicable.

The amount ***we*** pay under any extension to this section forms part of, and is not in addition to, the ***period of insurance*** limitations stated above.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured for any item shown in the schedule or listed within the All Risks Specification of the schedule will be reinstated by the amount of any ***claim we*** pay, unless:

a) the ***claim*** relates to the total loss of any specified item, or

b) ***we*** or ***you*** give notice to the contrary within 30 days of notification of the ***claim*** to ***us*** and provided that, if ***we*** so require, ***you*** will:

   i. pay an additional premium based on a proportional part of the annual premium to reinstate the sum insured
   ii. take immediate steps to carry out any ***damage*** prevention measures that ***we*** may specify.

MATCHING ITEMS

We will pay for a ***damaged*** item that forms part of a pair, set, suite or one of a collection of matching items, but ***we*** will not pay for any other item that has not been ***damaged*** or may lose value just because it forms part of a pair, set, suite or one of a collection of matching items.

Section 8 Money

What is covered	What is not covered
We will pay for: 1. ***damage*** to ***money*** occurring during the ***period of insurance*** within the ***territorial limits*** 2. ***damage*** caused by theft or attempted theft to any: a) safe or strongroom at the ***premises*** b) cash carrying case, security belt or waistcoat 3. ***damage*** to clothing, personal effects and ***personal money*** belonging to an ***employee*** caused by theft or attempted theft of ***money***. If the Property Away from the Premises extension under the Property Damage section and the Clothing and Personal Effects extension under the Personal Accident section are also operative, ***we*** will only pay for loss of clothing, ***personal money*** and personal effects arising from the same cause under the extension or the section that provides the widest cover.	1. The amount of ***excess*** shown in the schedule. 2. Loss from any unattended motor vehicle. 3. Loss due to: a) misappropriation, deception or false accounting by: i. ***you*** or any ***director***, or partner ii. any ***employee*** except as covered in the Dishonesty of Employee extension to this section b) clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, fraudulent credit card transactions or to the use of counterfeit ***money***. 4. Loss arising: a) outside the ***territorial limits*** b) from signed blank cheques. 5. Loss suffered as a result of a transaction as part of ***your activities***. 6. Loss of: a) negotiable ***money*** in transit by post b) ***money*** in the custody of professional carriers other than ***non-negotiable money*** in transit by post c) ***money*** in any coin, banknote or token operated machine or money dispensing machine. 7. ***Damage*** to any coin, banknote or token operated machine or money dispensing machine.

Special requirements for Money

You must comply with the following conditions. ***We*** will not pay any ***claim*** if these conditions have not been fully complied with:

1 RECORD KEEPING

to keep a complete record of all ***money*** in transit and on the ***premises*** and deposit such record in a secure place other than in a safe or strongroom containing the ***money***.

2 SECURITY

under 2 a) above to keep any safe or strongroom locked and all keys to them must be removed from the ***premises*** unless the ***premises*** is occupied by an authorised ***employee*** in which case such keys shall be kept in a locked receptacle when left in an unattended room or on the person of the authorised ***employee***.

3 CARRYING LIMITS

to ensure that whenever ***money***, other than ***non-negotiable money***, in transit exceeds:

a) £2,500 but not more than £5,000 at any one time, it must be accompanied by at least two adult persons

b) £5,000 but not more than £10,000 at any one time, it must be accompanied by at least three adult persons

c) £10,000 at any one time, it must be carried by a security company.

This requirement applies regardless of the amount of cover under this section.

4 CREDIT AND DEBIT CARDS

to keep a copy of each completed credit or debit card sales voucher:

a) separate from its counterpart, and

b) in a secure place

outside of ***working hours***.

Extensions for Money

What is covered		What is not covered
1	DISHONESTY OF EMPLOYEE ***We*** will pay any ***claim made*** by ***you*** for any loss of ***money*** as a result of misappropriation, deception, false accounting or any dishonest act by ***employee(s)*** provided this is discovered within 30 days of the occurrence. For the purposes of this extension, the definition of ***employee*** shall also include any former ***employee*** within 30 days of termination of their service with ***you***. If this extension and the Fidelity Guarantee section are both operative under this policy, ***we*** will only pay for a ***claim made*** for loss of ***money*** under the extension or the section that provides the widest cover. The most ***we*** will pay is: a) £2,500 for any ***claim made*** in respect of any one ***employee*** b) £5,000 for all ***claims made*** in any one ***period of insurance***. Any and all dishonest acts committed by an ***employee*** shall be considered as one occurrence or event where that ***employee*** is involved or implicated.	1. The amount of ***excess*** shown in the schedule. 2. Loss resulting from misappropriation, deception, false accounting or a dishonest act: a) where the date of occurrence is prior to the original inception date of this policy b) which is committed by an ***employee(s)*** who is (are) normally resident outside of the ***territorial limits*** c) which cannot be proven to have been committed d) which is evidenced solely by an inventory or profit and loss computation e) where the ***employee(s)*** concerned was (were) known to have been involved in any previous dishonest or fraudulent act.
2	PERSONAL ACCIDENT (ASSAULT) If ***you***, or any partner, director or ***employee***, while working for ***you*** in connection with ***your activities***, sustain(s) accidental ***bodily injury*** caused by external violent and visible means arising as a result of assault by persons with the intent of theft of property, or ***money***, during the ***period of insurance*** which within 24 months is the sole cause of death or disablement, ***we*** will pay a benefit as shown below.	Accidental ***bodily injury***: a) consisting solely of illness, disease or disorder b) to any person whose age is under 16 or more than 80 years at the time of the ***bodily injury*** c) sustained outside the ***territorial limits*** d) directly or indirectly caused, or contributed to, by an ***act of terrorism*** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause. If ***we*** allege that by reason of this exclusion any accidental ***bodily injury*** is not covered by this policy the burden of proving the contrary shall be upon ***you***.

Benefits for Personal Accident (Assault)

Persons aged 16 to 80

1	Death	capital benefit shown in the schedule
2	Permanent total disablement, being either: a) total and permanent loss of use of one or more entire hands or feet b) total and irrecoverable loss of sight in one or both eyes c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation	))) capital benefit shown in the schedule)))
3	Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with ***your activities***, or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks	weekly benefit shown in the schedule

Claims settlement for Personal Accident (Assault)

We will pay the amount of benefit as shown in this extension to ***you*** or at ***your*** request to the injured person or their legal personal representative.

a) Only one of benefits 1, 2 a), b), c) or d) will be payable for each injured person for any one accident or for the same period of disablement.

b) In the event of a ***claim*** under benefit 2, this extension will cease to apply to the injured person.

c) If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2.

d) Under benefit 3, ***we*** may make monthly payments on account.

e) Under benefit 3, ***we*** will not make any payment during the deferment period stated on the schedule.

f) ***We*** will not pay benefits for the same injured person under more than one section of this policy for any one occurrence. The section that provides the greatest benefit will apply.

The injured person will, if required by ***us***, submit to a medical examination at ***our*** expense in connection with any ***claim***.

Extensions for Money

What is covered		What is not covered
3	FRAUD AND IDENTITY THEFT ***We*** will indemnify ***you*** for: a) loss resulting from the fraudulent use of any credit, cash or debit card provided by ***you*** solely for use in connection with ***your activities*** b) the reasonable and necessary costs incurred with ***our*** consent in protecting ***your*** interests following the fraudulent use of ***your*** identity or of ***your employees*** by a third party for the purposes of obtaining credit occurring during the ***period of insurance***. The most ***we*** will pay in any one ***period of insurance*** for all ***claims***: i. per card account under cover a) is £1,000 ii. for identity theft under cover b) is £1,000.	1. Loss: a) due to the use of any credit, cash or debit card where the terms under which it has been issued have not been fully complied with b) not reported to the police and the issuing authority within 24-hours of discovery c) covered by a bank or card issuer d) otherwise insured under any other policy or indemnity. 2. Fraudulent use by ***you***, ***your*** directors, partners or ***employees***.

Claims settlement for Money

LIMITS

The most ***we*** will pay for any ***claim*** for:

a) ***non-negotiable money***	£250,000
b) ***money*** other than ***non-negotiable money***:	
i. on the ***premises*** and secured in a locked safe or strongroom	)
ii. on the ***premises*** during ***working hours***	)
iii. in transit by ***you*** or any authorised ***employee***	) the money limit shown in the schedule
iv. in a bank night safe	)
v. at ***your*** home or that of an authorised ***employee***	£2,500
vi. in any other circumstance	£500
c) ***damage*** to ***employees*** clothing and personal effects and ***personal money***	for any one person: • for clothing and personal effects is £500 • for ***personal money*** is £100 • in total, is £500

Section 9 Goods in Transit

What is covered	What is not covered
We will pay for: a) ***damage*** occurring during the ***period of insurance*** within the ***territorial limits*** and the Republic of Ireland to goods (including tarpaulin sheets, packing materials, ropes and chains carried on any road vehicle operated by ***you***) in transit by: i. any road vehicle operated by ***you*** ii. any road vehicle operated by road hauliers iii. parcel service or rail in connection with ***your activities***, including: • the loading or unloading of the carrying vehicle • while temporarily housed on the carrying vehicle during transit • while on the carrying vehicle during a direct sea ferry transit between ports within the ***territorial limits*** and the Republic of Ireland. b) ***damage*** to drivers' clothing and personal effects up to an amount of £500 per person following a valid ***claim*** under a) above c) costs necessarily and reasonably incurred in the removal of debris and site clearance for which ***you*** are responsible as a direct result of ***damage*** under a) above for which a valid ***claim*** is paid under this section d) costs necessarily and reasonably incurred in transferring property insured by this section to another vehicle following fire, collision, overturning or impact to a road vehicle operated by ***you***, including carrying property insured by this section to its original destination or place of collection e) costs necessarily and reasonably incurred in re-loading property insured by this section which has fallen from a road vehicle operated by ***you***.	1. The amount of ***excess*** shown in the schedule. 2. ***Damage***, unless specifically agreed by ***us*** in writing, to: a) furs, jewellery, watches, clocks, precious metals, precious stones or articles made from or containing any of them b) money, securities, bills of exchange, deeds, ***documents***, ***data***, patterns, models, or moulds c) bullion, non-ferrous metals, tobacco goods, wines or spirits d) dangerous goods as classified under The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 or any replacement or amending legislation e) ***computer equipment*** f) antiques or works of art. 3. Death or injury of living creatures. 4. ***Damage*** caused by or resulting from: a) wear and tear or gradual deterioration b) marring or scratching c) defective or insufficient packing d) deterioration of refrigerated goods following breakdown or failure of refrigeration equipment unless such failure or breakdown is due to an accident to the vehicle e) moth, vermin, insects, mildew, mould, fungi or rot, rust, contamination, electrical or mechanical derangement (unless caused by external means), existing or hidden defects f) deterioration, depreciation, delay in transit, loss of market or other consequential loss g) riot, civil commotion or strikes h) theft from any unattended vehicle operated by ***you*** unless all doors, windows and other points of access have been closed and locked, any security devices have been correctly set to operate and all keys have been removed from the vehicle i) theft from any soft topped, soft sided, open topped or open sided vehicle or trailer operated by ***you*** j) the weather to property in transit by ***you*** while in the open unless the property is suitably protected k) dismantling, installing, erecting or testing. 5. Unexplained shortages. 6. Theft or attempted theft where ***you***, any of ***your*** directors, partners or ***employees***, or any family member is involved as principal or accessory. 7. Property more specifically covered elsewhere in this policy or by any other policy.

Special requirement for Goods in Transit

You must comply with the following condition. ***We*** will not cover any ***claim*** if this condition has not been fully complied with unless ***you*** can show that the non-compliance could not have increased the risk of the loss or ***damage*** arising in the circumstances in which it arose:

1 OVERNIGHT SECURITY

for ***damage*** resulting from theft or attempted theft, to keep any unattended vehicle operated by ***you*** in a guarded security park, or in a securely locked building or locked yard, between the hours of 21:00 to 06:00.

Claims settlement for Goods in Transit

At ***our*** option, ***we*** will indemnify ***you*** for the ***damaged*** property by:

- making a cash payment
- paying for the repair
- paying for the cost of replacement if ***damaged*** beyond repair.

LIMITS

The most ***we*** will pay for any ***claim*** for goods in transit (including any debris removal costs) is the sum insured shown in the schedule at the date of the ***damage***.

UNDERINSURANCE

If at the time of ***damage*** the sum insured is less than the full value of the property in transit, ***we*** will only pay the same proportion of the ***damage*** as the sum insured bears to the full value for the property in transit.

Section 10 Motor Policy Compensation

What is covered	What is not covered
At ***your*** request, in the event of any driver authorised by ***you***: • being involved in a motor accident irrespective of fault, or • having their motor vehicle ***damaged*** whilst parked, and where no recovery can be made from any third party, occurring during the ***period of insurance*** when they are using their own motor vehicle in a voluntary capacity in respect of ***your activities***, ***we*** will pay: a) the amount of any policy contribution paid or required to be paid under the private motor insurance policy by the policyholder b) a benefit for the loss or reduction of a policy no claim discount under the private motor insurance policy.	Fire or windscreen ***claims***.

SPECIAL NOTES (not forming part of this policy wording):

1. It is essential that, if a motor vehicle is being used for business activities, the motor insurer covering the motor vehicle should be informed of its use by the motor policyholder.
2. A 'policy contribution' is commonly known as an 'excess' and is the first amount of any claim for which you are responsible.

Claims settlement for Motor Policy Compensation

The authorised driver to provide ***us*** with:

- the name of the motor policyholder (if different), and
- the motor insurer's claim's reference, and
- a copy of the last motor renewal notice for a ***claim*** under b) above.

LIMITS

The most ***we*** will pay:

a) for any ***claim*** for:
   i. no claim discount
   ii. policy contribution

   from any one authorised driver or their legal representative, or the motor policyholder is the sum insured shown in the schedule

b) for all ***claims*** for any one authorised driver or their legal representative, or the motor policyholder in any one ***period of insurance*** is £1,000.

Section 11 Property Damage

What is covered		What is not covered
We will pay for ***damage*** occurring during the ***period of insurance*** to: • ***buildings*** • ***contents*** and ***stock*** while contained in the ***buildings*** Where shown as covered in the schedule, caused by any of the following events or any optional event which is shown as operative in the schedule.		1. The events and extensions to this section do not cover the amount of ***excess*** shown in the schedule unless otherwise stated. 2. Consequential loss of any kind. 3. ***Damage*** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs. 4. ***Damage*** arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds. 5. ***Damage*** caused by or happening through confiscation or destruction or requisition by order of any government or any public authority.
EVENTS		
1	Fire, subterranean fire, explosion, lightning or earthquake.	1. Fire ***damage*** to property occasioned by or happening through: a) its own spontaneous fermentation or heating b) its undergoing any process involving the application of heat c) riot or civil commotion. 2. Explosion ***damage***: a) consisting of the bursting of a boiler (other than a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus, belonging to ***you*** or under ***your*** control, in which internal pressure is due to steam only b) in respect of, and originating in, any vessel, machine or apparatus, or its contents, belonging to ***you*** or under ***your*** control, which is required to be examined to comply with any statutory regulations, unless such vessel, machine or apparatus shall be the subject of a policy or other contract providing the required inspection service.
2	Smoke.	***Damage*** that happens gradually.
3	Aircraft or other aerial devices or articles dropped from them.	
4	a) for ***buildings*** cover: Theft or attempted theft but the most ***we*** will pay for external metalwork forming part of the ***buildings*** is £25,000 for any ***claim***. b) for ***contents*** and ***stock*** cover: Theft or attempted theft: i. involving entry to or exit from the ***buildings*** by forcible and violent means ii. following assault, violence or threat of violence to ***you***, ***your*** family, ***employees*** or members iii. during ***working hours*** not involving entry to or exit from the ***buildings*** by forcible and violent means and the most ***we*** will pay is £5,000 in any one ***period of insurance***.	1. ***Damage***: a) occurring while the ***buildings*** are ***unoccupied*** b) resulting from theft or attempted theft of external metalwork occurring when scaffolding is erected at the ***premises*** unless ***we*** have agreed in writing to provide cover c) arising from the deliberate erasure, loss, distortion or corruption of ***data***. 2. Breakage, chipping or scratching of ***fixed glass***, sanitary fittings, signs, shutters, blinds or awnings forming part of the ***buildings***. ***Damage***: a) where ***you***, any of ***your*** directors, partners or ***employees***, or any family member is involved as principal or accessory b) occurring while the ***buildings*** are ***unoccupied*** c) arising from the deliberate erasure, loss, distortion or corruption of ***data***.
5	Impact by any road vehicle or train, or any goods falling from them, or animal.	
6	Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.	***Damage*** resulting from stoppage of work.

Section 11 Property Damage

What is covered		What is not covered
7	Malicious people or vandals.	1. ***Damage***: a) occurring while the ***buildings*** are ***unoccupied*** b) caused by theft or attempted theft c) caused by fire or explosion d) to ***contents*** in unlocked ***outbuildings*** e) arising from the deliberate erasure, loss, distortion or corruption of ***data*** f) resulting from stoppage of work. 2. Breakage, chipping or scratching of ***fixed glass***, sanitary fittings, signs, shutters, blinds or awnings forming part of the ***buildings***.
8	a) Storm	1. ***Damage*** by ***flood*** whether resulting from storm or otherwise. 2. ***Damage***: a) caused by frost b) caused by ***subsidence***, ***heave*** or landslip c) caused by storm while the ***buildings*** are ***unoccupied*** d) due solely to change in water table level e) to ***contents*** or ***stock*** in any cellar or basement used for storage purposes only unless stored at least 15 centimetres above the floor f) as covered by event 9 (escape of water) g) to fencing, gates or decking.
	b) ***Flood***	1. ***Damage***: a) caused by frost b) caused by ***subsidence***, ***heave*** or landslip c) caused by ***flood*** while the ***buildings*** are ***unoccupied*** d) due solely to change in water table level e) to ***contents*** or ***stock*** in any cellar or basement used for storage purposes only unless stored at least 15 centimetres above the floor f) as covered by event 9 (escape of water) g) to fencing, gates or decking. 2. £500 ***excess*** for ***damage*** to ***contents*** or ***stock*** in any cellar or basement used other than for storage purposes only.
9	Escape of water from any tank, apparatus, pipe or automatic sprinkler installation. (If the ***buildings*** are covered under this section ***we*** will also cover ***damage*** to internal fixed water tanks, apparatus or pipes by freezing or forcible and violent bursting).	1. ***Damage***: a) occurring while the ***buildings*** are ***unoccupied*** b) to ***contents*** or ***stock*** in any cellar or basement used for storage purposes only unless stored at least 15 centimetres above the floor. 2. £500 ***excess*** for ***damage*** to property in any cellar or basement used other than for storage purposes only.
10	Escape of fuel oil from any fixed oil-fired heating installation.	***Damage*** occurring while the ***buildings*** are ***unoccupied***.
11	Accidental ***damage*** caused by falling television and radio receiving aerials, aerial fittings and masts, satellite dishes, wind turbines, solar panels, photovoltaic panels and security equipment attached to the ***buildings***.	***Damage***: a) which is specifically insured by any other insured event b) to the television and radio receiving aerials, aerial fittings and masts, satellite dishes, wind turbines, solar panels, photovoltaic panels and security equipment itself.
12	Accidental ***damage*** caused by falling trees, branches, telegraph poles, lamp posts or pylons.	***Damage*** which is specifically insured by any other insurable event.

Section 11 Property Damage

What is covered		What is not covered
13	Accidental ***damage***. (Only covered if the current schedule shows 'Accidental Damage')	1. The cost of maintenance and normal redecoration. 2. ***Damage***: a) which is specifically included or excluded elsewhere under this section or by endorsement b) occurring while the ***buildings*** are ***unoccupied*** c) to wind turbines, solar panels and photovoltaic panels. 3. Breakage, chipping or scratching of: a) ***fixed glass***, sanitary fittings, signs, shutters, blinds or awnings forming part of the ***buildings*** b) glass in furniture, showcases, shelves, tops and mirrors. 4. ***Damage*** caused by or consisting of: a) existing or hidden defects, depreciation, wear and tear, ***damage*** that happens gradually, faulty or defective design, materials or workmanship. But this does not apply to subsequent ***damage*** which itself results from a cause not otherwise excluded. b) the deliberate erasure, loss, distortion or corruption of ***data*** c) mildew, mould, fungi or rot d) disappearance, unexplained or inventory shortage, misfiling or misplacing of information e) acts of fraud or dishonesty. 5. ***Damage*** caused by: a) action of light, atmospheric or climatic conditions or frost b) moths, vermin, insects, parasites or woodworm, but this does not apply to subsequent ***damage*** which itself results from a cause not otherwise excluded c) domestic pets d) ***subsidence***, ***heave***, landslip or ***settlement*** e) movement, shrinkage, expansion or its own collapse or cracking f) demolition, structural alteration or structural repair of the ***building*** g) any process of cleaning, dyeing, altering, repairing, renovating or restoring h) a rise or fall in temperature i) any heating process or any process involving the application of heat. 6. ***Damage*** consisting of: a) marring or scratching b) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.
14	***Subsidence***, ***heave*** or landslip of the site on which the ***buildings*** stand. (Only covered if the current schedule shows 'Subsidence')	1. ***Damage*** that originated prior to the inception of this cover. 2. ***Damage*** caused by or resulting from: a) coastal or riverbank erosion b) the compaction of infill within 10 years of construction of the ***buildings*** c) ***settlement*** d) normal shrinkage or expansion e) faulty workmanship or design or the use of defective materials f) demolition, structural alteration or structural repair of any property at the ***premises*** g) ground works or excavation at the ***premises*** h) fire, subterranean fire, explosion or earthquake i) the escape of water from any tank, apparatus, pipe or automatic sprinkler installation. 3. ***Damage*** due solely to change in the water table level. 4. ***Damage*** to drives, car parks, paths, paved or hard-standing areas, artificial playing surfaces, swimming pools, walls, gates, fences, tanks, drains, pipes, cables, ducting, fittings, plant, equipment or any other immovable external structures at the ***premises***, unless the main buildings at the ***premises*** are ***damaged*** by the same cause at the same time. 5. ***Damage*** to ***contents*** or ***stock*** caused by ***subsidence*** or ***heave***.

Special requirements for Property Damage

You must comply with the following conditions. ***We*** will not cover any ***claim*** if these conditions have not been fully complied with unless ***you*** can show that the non-compliance could not have increased the risk of the loss or ***damage*** arising in the circumstances in which it arose:

1 MINIMUM STANDARD OF PHYSICAL SECURITY

for ***damage*** by theft or attempted theft from the ***buildings***, or the portion of the ***buildings***, occupied by ***you*** for ***your activities*** ensure that the following minimum standard of physical security for the ***buildings*** is present throughout the ***period of insurance***:

a) external single leaf doors (including wicket gates), are fitted with:
   i. 5 lever mortise deadlock with the appropriate metal box striking plate, or
   ii. a lock approved to BS3621 with the appropriate metal box striking plate, or
   iii. a 5 lever or 6 pinned hardened steel close shackle padlock with a coach-bolted locking bar and staple if sited externally, or if the coach-bolted locking bar is sited internally then an open shackle padlock with a hardened steel shackle, or
   iv. a multi-point locking system with at least 2 locking points in addition to a horizontal deadbolt or hook bolt for UPVC doors, or
   v. a cylinder mortise deadlock for aluminium doors, or
   vi. manufacturer's lock(s) as supplied for armoured plate doors, or
   vii. top and bottom key operated mortise rack bolts with internal operation only in addition to another lock which may or may not satisfy any of the above

b) external double doors (specification as for single doors but to be rebated on each meeting edge) are fitted with a lock to the standard in a) above and with internal flush bolts or mortised rack bolts fitted top and bottom on the first closing leaf

c) any internal final entrance/exit or other doors leading to parts of the ***buildings*** not in ***your*** sole occupation meet the standard in a) or b) above

d) all outward opening external doors are fitted with hinge bolts top and bottom on each leaf

e) sliding/patio doors are fitted with a multi-point locking system with at least 2 locking points or key operated locks fitted top and bottom in addition to a hook bolt(s)

f) roller shutters are fitted with integral locking bar and 5 lever or 6 pinned hardened steel close shackle padlock or by two integral locks to each shutter

g) folding or concertina doors are fitted with a 5 lever or 6 pinned hardened steel close shackle padlock with a coach-bolted locking bar and staple

h) opening windows (each dimension measuring more than 23 centimetres) that are easily accessible from the outside (less than two metres from the ground or above a roof, or adjacent to a fire escape, stairway or walkway) are fitted with key operated security devices or are permanently screwed shut.

This requirement does not apply to fire exit doors except where such security devices are allowed by the fire authorities.

2 USE OF SECURITY DEVICES

for ***damage*** by theft or attempted theft from the ***buildings***, ensure that all locks, bolts and other protective devices for securing the ***buildings*** are put into full and effective operation and to have all keys removed from the locks and kept in a secure place, whenever the ***buildings*** are left unattended.

3 COOKING EQUIPMENT

for ***damage*** by fire or smoke, ensure that any fixed cooking equipment (including but not restricted to fixed deep frying equipment) designed to utilise fixed ducting extraction by the manufacturer, or where such extraction is required by any authority:

a) be securely fixed and isolated from combustible materials

b) have all grease traps and filters cleaned at least once every month

c) have all flues and extraction ducts cleaned at least annually

d) have thermostatic temperature control or cut-out devices fitted and maintained in efficient working order.

Furthermore, fire extinguishing appliances suitable for extinguishing oil or fat fires must be permanently kept in the cooking area and be maintained in accordance with manufacturers' instructions.

4 WASTE MATERIALS

for ***damage*** by fire, explosion or smoke, ensure that, where ***you*** operate any recycling, woodworking or engineering workshops at the ***premises***, any:

a) combustible waste materials are removed at the end of each working day and placed in metal containers

b) oily or greasy wipes or rags are placed in closed metal containers when not in use.

5 FIRE EXTINGUISHING APPLIANCES

for ***damage*** by fire, explosion or smoke, where ***you*** are required to provide fire extinguishing appliances to comply with the Regulatory Reform (Fire Safety) Order 2005 (applicable in England and Wales), or the Fire Scotland Act (2005) and/or any similar or replacement legislation, ***you*** must have all such appliances inspected and maintained under an annual service contract with a specialist contractor or otherwise competent person.

6 REFRIGERATION UNITS MAINTENANCE CONTRACT

ensure that any refrigeration unit over 10 years old is kept under an annual (or more regular) maintenance contract with the manufacturer or independent refrigeration engineers.

Extensions Property Damage

	What is covered	What is not covered
1	SALE OF THE BUILDING If ***buildings*** are covered and ***you*** contract to sell the ***buildings***, the purchaser who completes the sale shall have the benefit of the cover by this section for the period from exchange of contracts (or if in Scotland the written offer and acceptance) until the sale is completed.	***Damage*** if the purchaser: a) insures the ***buildings*** or they are otherwise insured on the purchaser's behalf b) does not comply with the terms of this policy.
2	FEES If ***buildings*** are covered ***we*** will pay for architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred with ***our*** consent in the ***reinstatement*** or repair of the ***buildings*** following ***damage*** by any operative event under this section.	Fees for the preparation of any ***claim***.
3	DEBRIS REMOVAL ***We*** will pay for costs necessarily and reasonably incurred with ***our*** consent in: a) removing debris b) dismantling or demolishing the ***buildings*** c) shoring-up or propping-up the ***buildings*** following ***damage*** by any operative event under this section. ***We*** will also pay for costs necessarily and reasonably incurred with ***our*** consent in removing fallen trees within the ***premises***, provided that: i. the trees are ***damaged*** by an operative event under this section ii. the ***buildings*** are ***damaged*** at the same time by the same event. The most ***we*** will pay for removing fallen trees is £2,500 for any ***claim***.	1. Cost of removing debris other than from the site on which the ***damage*** occurred and the area immediately adjacent to it. 2. Costs arising from pollution or contamination of property not insured by this section.
4	STATUTORY REGULATION AND PUBLIC AUTHORITIES If ***buildings*** are covered ***we*** will pay for the additional costs incurred with ***our*** consent in the ***reinstatement*** or repair of the ***buildings*** (including such costs for undamaged parts of any ***damaged buildings***) solely because of the need to comply with statutory regulations or public authority bye-laws, provided that: i. ***reinstatement*** is not unreasonably delayed and is completed within 12 months from the date of the ***damage*** unless ***we*** agree otherwise in writing ii. if any ***claim*** amount under the section is reduced by the application of any of the terms and conditions of this section, or this policy, then ***our*** liability under this extension will be reduced in the same proportion. The most ***we*** will pay is: - 15% of the ***buildings*** sum insured - where the ***buildings*** sum insured applies to more than one ***premises***, 15% of ***our*** liability for the ***damage*** at the affected ***premises*** had the property been totally destroyed.	1. The additional costs for ***damage***: a) occurring before cover under this extension was effective b) not insured by this policy. 2. The additional costs relating to: a) any notice of compliance served on ***you*** before the ***damage*** b) an existing agreement requiring implementation within a given period c) any ***buildings*** that have not been ***damaged*** d) any charge or assessment arising out of capital appreciation.
5	ENVIRONMENTAL IMPROVEMENTS If ***buildings*** are covered ***we*** will pay for the additional costs incurred with ***our*** consent to rebuild the ***buildings*** in a manner that aims to reduce potential harm to the environment, or to improve its energy efficiency (beyond the minimum standard required to comply with any statutory regulation or public authority bye-law). The most ***we*** will pay is: - 10% of any ***claim*** - 10% of the ***buildings*** sum insured - where the ***buildings*** sum insured applies to more than one ***premises***, 10% of ***our*** liability for the ***damage*** at the affected ***premises*** had the property been totally destroyed - £500,000 whichever is less.	1. The additional costs for work: a) ***you*** had already planned to carry out, or b) ***you*** had been notified to carry out by any statutory body or public authority prior to the ***damage***. 2. Additional costs to replace any ***buildings*** that have not been ***damaged***. 3. The amount of any charge, tax, or assessment arising out of capital appreciation arising from the works funded by this extension.

Extensions Property Damage

What is covered		What is not covered
6	UNDERGROUND SERVICES If ***buildings*** are covered ***we*** will pay for accidental ***damage*** for which ***you*** are responsible to: a) inspection covers or underground tanks b) underground pipes (including waste drainage pipes) or cables extending to the public mains at the ***premises***. The most ***we*** will pay is £10,000 for any ***claim***. If event 13 (accidental ***damage***) is operative this extension becomes inoperative.	The exclusions under the accidental ***damage*** event also apply to this extension, other than where expressly varied.
7	CAPITAL ADDITIONS ***We*** will cover ***damage*** by any operative event under this section to: a) alterations, additions and improvements to the ***buildings*** or ***contents*** within the ***buildings*** b) newly acquired ***contents*** within the ***buildings*** c) newly acquired buildings, so far as they are not otherwise insured, anywhere in the ***territorial limits*** during the ***period of insurance***, provided that ***you***: i. undertake to give details of such alterations, additions, improvements and acquisitions within 90 days from the date ***you*** become responsible for such property ii. increase or adjust the sum(s) insured for ***buildings*** or ***contents*** to reflect these additions, or effect specific insurance under this section, from the date that ***our*** liability commenced and pay any additional premium due. The most ***we*** will pay for any ***claim*** is 10% of the sum insured for ***buildings*** or ***contents*** at the ***premises*** where ***damage*** occurs or £250,000 in total, whichever is less.	1. £250 ***excess***. 2. Any appreciation in value.
8	DAMAGE CAUSED BY THE EMERGENCY SERVICES ***We*** will pay for ***damage*** caused by the emergency services at any part of the ***premises*** or to ***buildings***, ***contents*** or ***stock*** insured under this section for which ***you*** are responsible. The most ***we*** will pay is £10,000 for any ***claim***.	***Damage*** caused by police raids.
9	CLEARING OF DRAINS If ***buildings*** are covered ***we*** will pay for the reasonable costs incurred by ***you*** for clearing or repairing drains, gutters, sewers and the like for which ***you*** are responsible, following ***damage*** by an operative event under this section. The most ***we*** will pay is £25,000 for any ***claim***.	
10	NON-INVALIDATION Cover under this section shall not be invalidated by any act or omission or any alteration whereby the risk of ***damage*** is increased unknown to ***you*** or beyond ***your*** control, provided that on becoming aware of this ***you*** give notice to ***us*** as soon as is reasonably possible and pay any additional premium if required.	

Extensions Property Damage

What is covered		What is not covered
11	TRACE AND ACCESS ***We*** will pay costs necessarily and reasonably incurred by ***you*** and for which ***you*** are legally responsible in: a) locating the source of ***damage*** caused to the ***buildings*** in consequence of the escape of water, fuel oil or gas from any tank, apparatus or pipe b) making good the subsequent ***damage*** due to locating such source. The most ***we*** will pay is £25,000 for any ***claim***.	
12	ADDITIONAL INTERESTS The interest of any third party in any ***buildings*** or ***contents*** insured by this section is automatically noted provided that: a) the interest is required to be included on this policy by ***you*** under the terms of a mortgage or property lease b) the cover for the additional interest is no more extensive than the current cover provided to ***you*** under this policy at the time the interest commences c) ***you*** advise full details to ***us*** in writing as soon as reasonably practicable.	
13	EXTINGUISHER AND ALARM RE-SETTING EXPENSES ***We*** will pay the reasonable costs incurred by ***you*** in: a) refilling fire extinguishing appliances b) replacing sprinkler heads c) resetting fire or intruder alarm systems following their activation at the ***premises*** and caused by any operative event under this section. The most ***we*** will pay is £5,000 for any ***claim***.	
14	TENANTS SUBROGATION WAIVER Following ***damage*** to any ***building*** insured by this section, ***we*** agree to waive any rights, remedies or relief to which ***we*** might become entitled by subrogation against any tenant in respect of ***damage*** to the ***building*** provided that: a) the ***damage*** did not result from a criminal, fraudulent or malicious act of the tenant, and b) the tenant contributes to the cost of insuring the ***buildings*** against the event which causes the ***damage***.	

Extensions Property Damage

What is covered		What is not covered
15	GLASS, SANITARY FITTINGS AND EXTERNAL FIXTURES Cover under this section includes ***damage*** by an operative event to: a) ***fixed glass***, sanitary fittings, lamps or signs forming part of the ***buildings*** b) shutters, blinds and awnings forming part of the ***buildings*** c) glass in furniture, showcases, shelves, tops and mirrors, if the ***contents*** are covered provided that: i. ***you*** own or are responsible for such property, or ii. ***you*** are responsible for such property under the terms of a lease. ***We*** will also pay for: d) ***damage*** to ***contents*** or ***stock***, where such property is covered by this section, e) the cost of necessary: i. boarding up pending replacement of ii. repair of frames or framework for iii. replacement of lettering or ornamentation on ***fixed glass***, forming part of the ***buildings***, following its ***damage*** for which a valid ***claim*** is payable under this section. Any amount ***we*** pay forms as part of, not in addition to, the appropriate sum insured limit for ***buildings*** or ***contents*** as shown in the schedule.	***Damage***: a) caused by repairs or alterations to the ***buildings*** b) while the ***buildings*** are ***unoccupied*** c) to property which was in any way defective at the time cover was effected d) consisting of chipping or scratching of glass e) to glass while not fixed f) to glass forming part of ***stock*** g) to bulbs or tubes in lamps, signs, shutters, blinds or awnings when there is no other damage to the lamp or sign h) to ***fixed glass***, sanitary fittings, signs, shutters, blinds or awnings forming part of the ***buildings***, for which a tenant is responsible under the terms of a lease i) which is insured elsewhere in this or any other policy.
16	THEFT DAMAGE TO BUILDINGS If this section only covers ***damage*** to ***contents***, ***we*** will pay to repair damage to the ***buildings*** occurring during the ***period of insurance*** and arising out of theft or attempted theft involving forcible and violent means to enter or leave the ***buildings*** provided ***you*** are legally responsible for making good such damage. The most ***we*** will pay is £25,000 for any ***claim***.	1. ***Damage***: a) occurring while the ***buildings*** are ***unoccupied*** b) caused by fire or explosion c) which is insured elsewhere in this policy. 2. Loss by theft, or attempted theft, of any part of the ***buildings***.
17	LOSS OR THEFT OF KEYS If ***contents*** are covered ***we*** will pay for the: a) cost of replacement locks and keys if the keys to the ***buildings***, safes or strongrooms are lost or stolen during the ***period of insurance*** b) reasonable costs incurred in gaining access to the ***buildings*** following loss or theft of keys. The most ***we*** will pay is £5,000 for all ***claims*** in any one ***period of insurance***.	£25 ***excess***.

Extensions Property Damage

What is covered		What is not covered
18	PROPERTY OF EMPLOYEES AND VISITORS If ***contents*** are covered ***we*** will pay for ***damage*** caused by any operative event under this section to clothing, ***personal money*** and other personal effects belonging to: i. visitors while in the ***buildings*** and for which ***you*** have accepted responsibility ii. directors, partners and ***employees*** while in any building or in transit in the ***territorial limits*** in connection with ***your activities***. If the Money section and the Clothing and Personal Effects extension under the Personal Accident section are also operative, ***we*** will only pay for loss of clothing, ***personal money*** and personal effects arising from the same cause under the extension or the section that provides the widest cover.	1. Property: a) covered elsewhere in this section or in this policy b) otherwise insured. 2. ***Damage*** to: a) credit or debit cards b) bicycles c) property in the open d) camping, sports or leisure equipment of any kind e) or loss of ***data*** f) property more specifically insured. 3. ***Damage*** by theft of: a) ***portable computer equipment*** from any unattended motor vehicle b) any other property from any unattended motor vehicle unless: i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked.
19	SEASONAL STOCK INCREASE The sum insured on ***stock*** is automatically increased by £5,000 during the: a) months of November and December b) 7 days before and after any bank-holiday or fund-raising event held by ***you***.	
20	PROPERTY IN THE OPEN If ***contents*** are covered by this section, ***we*** will pay for ***damage*** caused by any operative event: a) to movable ***contents***, garden ornaments and garden furniture in the open at the ***premises*** b) to ***your*** notice boards, nameplates and signs outside the ***buildings*** up to and including the boundary of the ***premises***, but only when ***buildings*** are not covered by this section. The most ***we*** will pay under covers a) and b) is £10,000 for all ***claims*** in any one ***period of insurance***. For the purpose of this extension only, any operative event for theft or attempted theft includes theft or attempted theft not involving forcible and violent entry.	1. ***Damage*** by: a) theft or attempted theft to movable ***contents*** other than garden furniture or garden ornaments b) storm or ***flood*** to property not designed to be kept in the open c) storm to any inflatable structure except as covered by event 12 (falling trees, branches, telegraph poles, lamp posts or pylons). 2. ***Damage*** to: a) signs covered under the Glass, Sanitary Fittings and External Fixtures extension to this section b) property more specifically insured.
21	LOSS OF WATER OR GAS If ***contents*** are covered ***we*** will pay for the loss of: a) water or gas for which ***you*** are responsible, from ***your*** metered water system, or gas heating system, at the ***premises*** following ***damage*** caused by an operative event under this section of this policy b) ***your*** liquid petroleum gas following accidental discharge from the storage container at the ***premises*** during the ***period of insurance***. The most ***we*** will pay is £5,000 for any ***claim***.	Loss occurring while the ***buildings*** are ***unoccupied***.
22	DISCHARGE OF OIL If ***contents*** are covered ***we*** will pay for the cost, necessarily incurred by ***you*** with ***our*** consent, of decontaminating the grounds of the ***premises*** following accidental discharge of oil from any oil fired heating installation or storage tank, not otherwise excluded by this policy, at the ***premises***. The most ***we*** will pay is £5,000 for any ***claim***.	Costs otherwise insured.

Extensions Property Damage

What is covered		What is not covered
23	DETERIORATION OF REFRIGERATED STOCK If ***contents*** are covered ***we*** will pay for: a) ***damage*** to the contents of chill or deep freeze food units used in connection with ***your activities*** at the ***premises*** as a result of: i. failure of the unit ii. failure of the electricity or gas supply iii. contamination from escape of refrigerant or refrigerant fumes b) necessary and reasonable costs incurred by ***you*** in hiring temporary alternative freezing space. The most ***we*** will pay is: - £2,500 for any ***claim*** for any one unit - £5,000 for all ***claims*** in any one ***period of insurance***.	1. ***Damage*** to contents: a) resulting from any deliberate act or wilful neglect by ***you*** or any ***employee*** b) caused by ***your*** failure to pay for the electricity or gas supply c) caused by the deliberate withholding or restricting of supplies of any public utility supplier. 2. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.
24	AERIALS AND SATELLITE DISHES If this section only covers ***damage*** to ***contents***, ***we*** will pay for ***damage*** occurring during the ***period of insurance*** to any radio or television aerials or satellite dishes (including any of their fittings or masts) attached to the ***buildings*** provided they are owned by ***you***, or ***you*** are responsible for them.	
25	PROPERTY AWAY FROM THE PREMISES AND HOMEWORKING If ***contents*** are covered ***we*** will pay for ***damage*** caused by any operative event under this section to: • ***contents***: i. temporarily removed from the ***buildings*** to any premises: - for cleaning, renovation or repair, or - whilst in the custody or control of an authorised director, partner, ***employee*** or member in connection with ***your activities*** including homeworking ii. at any bank or safe deposit premises and in transit to or from any such premises • ***documents*** while in the post occurring in the ***territorial limits***. The most ***we*** will pay is £2,500 any one item and £5,000 for any ***claim***.	1. Property: a) covered elsewhere in this section or in this policy b) otherwise insured. 2. Clothing and personal effects. 3. Camping, sports or leisure equipment of any kind. 4. ***Damage*** by theft of: a) ***portable computer equipment*** from any unattended motor vehicle b) any other property from any unattended motor vehicle unless: i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. 5. ***Damage*** in transit to, from or whilst at any exhibition.
26	EXHIBITION, OUTSIDE CATERING AND FUND-RAISING If ***contents*** are covered ***we*** will pay for ***damage*** caused by any operative event under this section to: • property covered by this section in any building away from the ***premises*** at exhibitions, events or where ***you*** are providing catering • donated goods and prizes at fund-raising events, or within the home of any director, partner, authorised ***employee*** or member in connection with ***your activities***, or while in transit to and from such buildings within the ***territorial limits***. The most ***we*** will pay is £2,500 any one item and £5,000 for any ***claim***.	1. ***Damage*** to: a) ***money***, credit or debit cards b) property more specifically insured. 2. ***Damage*** by theft of: a) ***portable computer equipment*** from any unattended motor vehicle b) any other property from any unattended motor vehicle unless: i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. 3. ***Damage*** by malicious persons or by theft or attempted theft from any unattended building unless all windows are securely closed and all external doors locked.
27	BEES AND WASPS NESTS ***We*** will pay for costs incurred by ***you*** with ***our*** consent in removing bees, wasps or hornets nests from the ***buildings***, provided that any nests are first discovered during the ***period of insurance***. The most ***we*** will pay is £500 for any one ***claim***.	

Extensions for Property Damage

28 MINOR CONTRACT WORKS
Definitions specific to this extension:

all risks	means all of the insurable events under this section of the policy inclusive of accidental ***damage***
contractor(s)	shall have the meaning attached to them in the ***insured contract***
contract works	means the permanent works and the temporary works executed in performance of the ***insured contract*** including all unfixed materials and goods delivered to, placed on or adjacent to the permanent or temporary works and intended for incorporation in them in performance of the contract at the ***premises***
	The definition of ***contract works*** does not include: tools, contractors plant and equipment, site huts and other temporary accommodation and their contents
insured contract	means any JCT minor, standard or intermediate building contract in which ***you*** are the employer and are required to take out a joint names policy, or any similar contract with ***our*** written agreement Provided that: a) the value of the contract does not exceed £25,000 b) where one project at the ***premises*** comprises a series of separate contracts a limit of £25,000 applies in the aggregate to all the contracts involved
specified perils	means fire, lightning, explosion, storm, tempest, flood, escape of water from any water tanks, apparatus or pipes, aircraft and other aerial devices or articles dropped from them, riot, civil commotion and earthquake

What is covered

a) ***We*** will include any ***contract works*** in respect of repairs, alterations and extensions to existing building structures for ***specified perils*** or ***all risks*** as required by the ***insured contract***.

Provided that the ***buildings*** are insured under this section against all of the ***specified perils***.

b) For the purposes of this extension the insurance is considered to be in the joint names of ***you*** and the ***contractor*** but only in so far as this is required under the terms of the ***insured contract*** for:

i. the existing structures and any ***contents*** for which ***you*** are responsible

ii. the ***contract works***.

c) Cover extends to include materials or goods designated to be included in the ***contract works*** whilst temporarily held in store away from the contract site but not while they are being worked upon.

The most ***we*** will pay under cover c) is £7,500 for any ***claim*** for any one storage site.

What is not covered

1. ***Damage*** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any operation undertaken as part of the ***contract works*** that requires the use of:
   a) open flames,
   b) grinding, cutting or welding equipment,
   c) the local application of heat,
   d) equipment that generates sparks or
   e) any vessels for the heating of tar bitumen or bituminous compounds or similar

   unless otherwise agreed by ***us*** in writing.
2. ***Damage*** to:
   a) deeds, bonds, bills of exchange, promissory notes, cash bank notes, cheques, securities for money or stamps
   b) any craft designed to travel in, on or through water, air or space
   c) any property (including that being altered or repaired) which already existed at the time of the commencement of the ***insured contract*** other than unfixed materials and goods intended for incorporation within the ***insured contract***
   d) the permanent works or any part thereof in respect of which a certificate of completion has been issued by or to the ***insured*** or which has been completed and handed over to or taken into use with the permission of the ***insured*** for a purpose other than for the performance of the ***insured contract***.
3. Penalties under the ***insured contract*** for delay or non-completion or consequential loss of any nature except as specifically provided for under this extension.

SPECIAL NOTE (not forming part of this policy wording):

1. We do not cover the use of any hot works or the heating of tar bitumen, unless you have agreed this with us and we have confirmed in writing. It is essential that you have a hot work procedure in place, which includes the issuing of hot work 'permits to work' where appropriate.
2. If you have decided not to include the Terrorism section under this policy then the full insurance requirements of the building contract may not be met. We may be able to extend your insurance to include Terrorism or you can ask your architect to reduce the requirements of the building contract with the agreement of all parties.
3. Please remember that if your policy is not renewed with us there will be no cover for the building works if they should continue beyond the period of cover.

Claims settlement for Property Damage

We can choose to settle a ***claim*** for ***damage*** by either:

a) paying for the full cost of repairing, or

b) by making a cash payment, or

c) replacing the property insured, or

d) paying for the cost of rebuilding the ***buildings*** if ***damaged*** beyond repair.

REINSTATEMENT

Unless otherwise stated, the ***claim*** settlement will be calculated on the basis of ***reinstatement*** provided that:

a) in the event of the repair of partial ***damage***, ***we*** will not pay more than the amount ***we*** would have paid if the whole of the property had been destroyed

b) this ***reinstatement*** basis of settlement will not apply:

   i. unless ***reinstatement*** begins and proceeds without delay

   ii. until the cost of ***reinstatement*** has been incurred

   iii. if at the time of ***damage*** the property is insured under any other policy that is not on the same basis of ***reinstatement***

   iv. to artificial playing surfaces over 5 years old

   v. to any type of clothing or linen.

If the ***reinstatement*** basis of settlement does not apply, then settlement will be based on the rebuilding, replacement or repair of property ***damaged*** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the ***damage***.

We will not be bound to reinstate exactly or completely any property that is the subject of a ***claim***, but only as circumstances permit and in reasonably sufficient manner.

COMPUTERS

Following ***damage*** to ***computer equipment we*** will include where necessary the replacement of available proprietary (made or sold by a particular company and protected by registered trademark) software plus any reasonable cost of specialist software or network installation by professional technicians.

We will not pay for:

a) installation of software that can be completed by ***you*** following manufacturer's standard instructions

b) any non-proprietary software.

DATA OR DOCUMENTS

We will pay the value of the physical materials together with the clerical labour costs or computer time needed to reproduce the ***data*** or ***documents***.

We will not pay for the:

a) costs of finding any information needed for the reproduction of ***data*** or ***documents***

b) value to ***you*** of the ***data*** or the information in ***documents***.

STOCK

Settlement for ***stock*** will be based upon the wholesale market value at the date of ***damage***.

UNDERINSURANCE

a) When ***reinstatement*** applies: if at the time of ***reinstatement*** the sum representing 85% of the cost of ***reinstatement*** of the whole of the property exceeds the sum insured (adjusted for index-linking) at the time of commencement of any ***damage***, the amount ***we*** will pay will be reduced in the same proportion as the said sum insured (adjusted for index-linking) bears to the total cost of ***reinstatement*** of the whole of the property at the time of ***reinstatement***.

b) When ***reinstatement*** does not apply: if at the time of the ***damage***, the sum insured (adjusted for index-linking) by any item is less than the total cost of replacing, repairing or re-building the property to which that sum insured relates to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the ***damage***, then the amount ***we*** will pay will be reduced in the same proportion that the sum insured (adjusted for index-linking) bears to its total cost of replacement, repair or rebuilding.

Claims settlement for Property Damage

LIMITS

The most ***we*** will pay in respect of any ***claim*** for:

a) antiques, pictures, works of art, manuscripts, books or other property retaining any antiquity or special value, unless otherwise agreed by ***us*** in writing is £5,000 for any one item

b) jewellery, precious stones or precious metals, bullion, furs or curiosities is £1,000 for any one item

c) ***data*** is 5% of the ***contents*** sum insured

d) fuel oil from any fixed oil-fired heating installation following ***damage*** by events 4 Theft or attempted theft, 7 Malicious people or vandals and 13 Accidental ***damage*** (if operative) is £5,000.

The most ***we*** will pay in any one ***period of insurance***:

i. is the sum insured for each item stated within a 'Division of Sum Insured' (if applicable)

ii. is the total sum insured for all items

shown in the schedule, unless such sum insured is reinstated after a ***claim*** in accordance with the Automatic Reinstatement of Sum Insured.

The most ***we*** will pay in any one ***period of insurance*** for ***damage*** to any:

- wind turbine less than 10kw, or
- solar or photovoltaic panels less than 50kw

is £20,000.

The sum(s) insured will be adjusted for any index-linking increases up to the completion of ***reinstatement*** where applicable.

The amount ***we*** pay under any extension to this section forms part of, and is not in addition to, the ***period of insurance*** limitations stated above other than in respect of the extensions for Capital Additions, Seasonal Stock Increase and Minor Contract Works.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The ***buildings*** or ***contents*** sum(s) insured shown in the schedule will be reinstated by the amount of any ***claim we*** pay, unless ***we*** or ***you*** give notice to the contrary within 30 days of notification of the ***claim*** to ***us*** and provided that, if ***we*** so require, ***you*** will:

a) pay an additional premium based on a proportional part of the annual premium to reinstate the sum insured

b) take immediate steps to carry out any ***damage*** prevention measures that ***we*** may specify.

MATCHING ITEMS

a) Carpets or floor coverings
We will pay for ***damage*** to the carpet or floor covering in a room or clearly identifiable area where the ***damage*** occurred, but ***we*** will not pay to replace any other matching carpet or other floor covering that has not been ***damaged*** in another room or clearly identifiable area.

b) Pairs, sets, suites or matching items
We will pay for a ***damaged*** item that forms part of a pair, set, suite or one of a collection of matching items, but ***we*** will not pay for any other item that has not been ***damaged***, or may lose value, just because it forms part of a pair, set, suite or one of a collection of matching items.

Section 12 Business Interruption

What is covered	What is not covered
OPTION A – LOSS OF INCOME ***We*** will pay for loss of ***income*** and ***increased cost of working*** during the ***indemnity period*** resulting from ***your activities*** at the ***premises*** being interrupted or interfered with as a consequence of ***damage*** to property used by ***you*** at the ***premises*** occurring during the ***period of insurance***, due to: 1. an insured event under the Property Damage section 2. breakage insured under the Glass, Sanitary Fittings and External Fixtures extension provided that liability for the ***damage*** is admitted under a policy of insurance covering ***your*** interest in the property (this proviso does not apply where no payment is made solely due to the operation of an ***excess***). The amount payable will be, for: a) ***income*** – the amount by which the ***income*** during the ***indemnity period*** falls short of the ***income*** during the 12 month period immediately before the date of the ***damage*** appropriately adjusted where the ***maximum indemnity period*** exceeds 12 months. (This amount may be adjusted to take into account any trends or other factors affecting ***your activities***, such as seasonal variation, so that the figures represent as closely as possible, the ***income*** that would have been achieved if the ***damage*** had not occurred). b) ***increased cost of working*** – the amount of ***increased cost of working*** during the ***indemnity period*** for the sole purpose of avoiding or diminishing the reduction in ***income*** in consequence of the ***damage*** but not exceeding the amount that would otherwise have been payable for loss of ***income***. In calculating the amount payable, ***we*** will take into account any: i. savings during the ***indemnity period*** of expenses payable out of ***income*** that cease or are reduced because of the ***damage*** ii. ***income*** earned by ***you***, or by others on ***your*** behalf, during the ***indemnity period*** from conducting ***your activities*** elsewhere than at the ***premises***.	Loss: a) for any period after the organisation is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued b) due to unnecessary delay on ***your*** part in repairing or replacing the property.
OPTION B – INCREASED COST OF WORKING ***We*** will pay the amount of ***increased cost of working*** during the ***indemnity period*** resulting from ***your activities*** at the ***premises*** being interrupted or interfered with as a consequence of ***damage*** to property used by ***you*** at the ***premises*** occurring during the ***period of insurance*** due to: 1. an insured event under the Property Damage section 2. breakage insured under the Glass, Sanitary Fittings and External Fixtures extension provided that liability for the ***damage*** is admitted under a policy of insurance covering ***your*** interest in the property (this proviso does not apply where no payment is made solely due to the operation of an ***excess***).	***Increased cost of working***: a) for any period after the organisation is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued b) due to unnecessary delay on ***your*** part in repairing or replacing the property.

Section 12 Business Interruption

What is covered	What is not covered
OPTION C – RENTAL INCOME ***We*** will pay for loss of ***rental income*** and ***increased cost of working*** during the ***indemnity period*** resulting from ***your activities*** at the ***premises*** being interrupted or interfered with as a consequence of ***damage*** to property used by ***you*** at the ***premises*** occurring during the ***period of insurance*** due to an insured event under the Property Damage section, provided that liability for the ***damage*** is admitted under a policy of insurance covering ***your*** interest in the property (this proviso does not apply where no payment is made solely due to the operation of an ***excess***). The amount payable will be, for: a) ***rental income*** – the amount by which the ***rental income*** during the ***indemnity period*** falls short of the ***rental income*** which would have been received during the 12 month period immediately before the date of the ***damage*** appropriately adjusted where the ***maximum indemnity period*** exceeds 12 months. (This amount may be adjusted to take into account any trends or other factors affecting ***your activities***, such as seasonal variation, so that the figures represent as closely as possible, the ***rental income*** that would have been achieved if the ***damage*** had not occurred). b) ***increased cost of working*** – the amount of ***increased cost of working*** during the ***indemnity period*** for the sole purpose of avoiding or diminishing the reduction in ***rental income*** in consequence of the ***damage*** but not exceeding the amount that would otherwise have been payable for loss of ***rental income***.. In calculating the amount payable, ***we*** will take into account any: i. savings during the ***indemnity period*** of expenses payable out of ***rental income*** that cease or are reduced because of the ***damage*** ii. ***rental income*** earned by ***you***, or by others on ***your*** behalf, during the ***indemnity period*** from conducting ***your activities*** elsewhere than at the ***premises***.	Loss: a) for any period after the organisation is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued b) due to unnecessary delay on ***your*** part in repairing or replacing the property.
OPTION D – ADDITIONAL INCREASED COST OF WORKING ***We*** will pay the amount of ***increased cost of working*** during the ***indemnity period*** in excess of any amount payable under sub-paragraph b) of each cover option for: • Loss of Income, or • Rental Income provided that the cover option is shown as operative in the schedule.	Loss: a) for any period after the organisation is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued b) due to unnecessary delay on ***your*** part in repairing or replacing the property c) from any part of any buildings that are untenanted at the time of the ***damage***.

Special requirements for Business Interruption

You must comply with the following conditions. ***We*** will not cover any ***claim*** if these conditions have not been fully complied with unless ***you*** can show that the non-compliance could not have increased the risk of the loss or ***damage*** arising in the circumstances in which it arose:

1 BACK-UP OF ELECTRONIC DATA
to ensure that ***data*** is backed-up and stored away from the ***premises*** in accordance with the level of total sum insured under this section as follows:

Total sum insured under this section:	Minimum back-up frequency to be every:
up to £25,000	7 days
over £25,001	2 days

SPECIAL NOTE (not forming part of this policy wording):

We provide cover, subject to limitation, for the costs of reinstating computer data following damage by the insured events. However, we expect you to take reasonable steps to back-up the information held, and this special requirement explains the minimum steps we require. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

2 MONTHLY STATEMENT
under the Book Debts extension:
a) to keep a record of the total amount outstanding in customers' accounts as at the end of each month, and
b) within 30 days of the end of each month deposit this record in premises other than those in which the original records are kept.

You must comply with the following conditions. ***We*** will not pay any ***claim*** if these conditions have not been fully complied with:

3 LOSS OF LICENCE
Under the Loss of Licence extension to:

a) immediately advise ***us*** if ***you*** know of any circumstances that may affect the premises licence or club premises certificate or that:
   i. the premises licence or club premises certificate has been or may be transferred
   ii. a complaint has been made about the ***premises*** or how the ***premises*** are controlled
   iii. an ***employee*** or any person holding a personal licence to sell alcohol is accused or convicted of a breach of current premises licencing legislation
   iv. there has been an objection that may endanger the premises licence or club premises certificate or its renewal
   v. the use of the ***premises*** is changing or has changed from its original purpose
   vi. as a result of a police closure order or representation by any interested party, a review of the premises licence or club premises certificate is underway

b) give notice to ***us*** as soon as possible in writing and supply any additional information and assistance as ***we*** reasonably require if ***you*** become aware of any proceedings against, or conviction of any person holding a personal licence to sell alcohol for any breach of current premises licencing legislation, or any matter whatsoever whereby the character or reputation of the person concerned is affected, or called into question with respect to their honesty, moral standing or sobriety

c) where practicable, if ***loss of licence*** occurs, at ***our*** request apply for a new premises licence or club premises certificate for the same or other premises so that ***your activities*** can continue in a similar or alternative form

d) otherwise give ***us*** any reasonable information or help ***we*** need

e) advise ***us*** within 48–hours if ***loss of licence*** occurs

f) provide within 30 days, if requested by ***us*** and at ***your*** expense, a statement of ***your*** loss and documents fairly required by ***us*** to verify ***your*** loss together with (if demanded) a statutory declaration of the truth of the ***claim*** and of any related matter and give ***us*** free access to the ***premises*** and ***your*** books and accounts as may be necessary for ascertaining the amount of ***your*** claim under this section

g) take at ***your*** expense all practicable steps to minimise a ***claim***.

Extensions for Business Interruption

What is covered		What is not covered
We will pay for loss, as insured by this section unless otherwise stated, incurred by ***you*** during the ***indemnity period*** as a result of interruption or interference with ***your activities***, carried on by ***you*** at the ***premises***, caused during the ***period of insurance*** by:		
1	FOOD POISONING, DEFECTIVE SANITATION, VERMIN, MURDER OR SUICIDE The prevention or restriction of access to, or closure of, the ***premises*** on the order or advice of the police, environmental health or other similar enforcement agency as a direct consequence of: a) any ***bodily injury*** sustained by any person arising from, or traceable to, food or drink poisoning which is directly traceable to food or drink provided at the ***premises*** b) any accident causing defects in drains or other sanitary arrangements at the ***premises*** c) any discovery of pests or vermin at the ***premises*** d) murder, rape or suicide at the ***premises***. Provided that any extensions which deem ***damage*** at other locations to be ***damage*** at the ***premises*** shall not apply to this cover. The most ***we*** will pay for any ***claim*** for any one occurrence, discovery or accident is £250,000 or 25%, whichever is less, of the: i. Business Interruption sum insured shown in the schedule, or ii. limit of ***our*** liability by the items if the declaration-linked basis applies. The ***indemnity period*** in respect of this extension only is re-defined as follows: the period beginning with the date from which the restrictions on the ***premises*** are applied (or in the case of cover c) pests or vermin or d) murder, rape or suicide with the date of occurrence) and ending not later than 3 months thereafter during which the results of ***your activities*** are affected because of the occurrence, discovery or accident.	1. Costs incurred in the cleaning, repair, replacement, recall or checking of property. 2. Any occurrence, discovery or accident that is not at the ***premises***.
2	PREVENTION OF ACCESS – NON-DAMAGE The prevention of access to, or closure of, the ***premises*** by: a) the police or fire and rescue services due to an emergency at, or within a radius of 1 mile of, the ***premises*** which could endanger human life or neighbouring property b) any bomb scare at, or within a radius of 1 mile of, the ***premises***. The most ***we*** will pay is £2,500 for all ***claims*** in any one ***period of insurance***. The ***indemnity period*** in respect of this extension only is re-defined as follows: the period beginning with the date from which the ***premises*** are closed or access is prevented and ending not later than 3 months thereafter during which the results of ***your activities*** are affected because of the occurrence. For the purpose of cover 2.b) (bomb scare) general exclusion 3 Terrorism does not apply.	Any: a) prevention of use, or closure of less than 4 hours b) period when access to the ***premises*** was not prevented c) loss due to or arising from or in any way connected with: i. food poisoning ii. defective drains or other sanitary arrangements iii. pests or vermin d) loss due to adverse weather.

Extensions for Business Interruption

	What is covered	What is not covered
3	PREVENTION OF ACCESS - DAMAGE ***damage*** due to an insured event under the Property Damage section, to property within a radius of 1 mile of the ***premises*** which prevents access to or use of the ***premises***.	Any period when access to the ***premises*** was not prevented.
4	SUPPLIERS AND CUSTOMERS ***damage*** due to an insured event under the Property Damage section, at the premises of any of ***your*** direct suppliers or customers. The most ***we*** will pay is £10,000 for any ***claim***.	Loss resulting from ***damage*** occurring at: a) any premises outside the ***territorial limits*** b) the premises of any supplier from which ***you*** obtain electricity, gas, water or telecommunication services c) premises of any customer or supplier who do not supply or purchase goods or services direct from ***you***.
5	FAILURE OF UTILITY SUPPLY failure of the supply of electricity, gas, water or telecommunications to the ***premises***. The most ***we*** will pay is £10,000 for any ***claim***.	Any: a) deliberate act of the supplier in withholding or restricting supply b) restriction caused by strikes or labour disputes c) restriction of use of less than 4–hours duration d) loss originating outside the ***territorial limits*** e) loss caused by drought f) loss caused by atmospheric or weather conditions unless failure is due to ***damage*** caused by such conditions g) failure of telecommunication services received via satellite h) loss resulting from ***damage*** to overhead cables except for ***damage*** to overhead cables within 1 mile of the ***premises*** i) loss covered under the UTILITY SUPPLIER PREMISES extension to this section.
6	DAMAGE TO UTILITY SUPPLIER PREMISES ***damage*** due to an insured event under the Property Damage section of this policy at any: a) generating station or sub-station of the electricity supply undertaking b) land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith c) water works or pumping station of the water supply undertaking d) land-based premises of the telecommunications undertaking within the ***territorial limits*** from which ***you*** obtain electricity, gas, water or telecommunications services. The most ***we*** will pay is £500,000 for any ***claim***.	
7	EXHIBITIONS AND OTHER VENUES ***damage*** due to an insured event under the Property Damage section: a) at any premises not in ***your*** occupation within the ***territorial limits*** where ***you*** are holding or participating in an event or exhibition, fundraising or carrying out a contract in connection with ***your activities*** b) to ***your*** property for use in connection with the event, exhibition, fundraising or contract within the ***territorial limits*** including whilst in transit by road, rail or inland waterway. The most ***we*** will pay is £10,000 for any ***claim***.	
8	BOOK DEBTS ***damage*** to ***your*** books of account or other business books or records occurring at the ***premises*** provided that the ***damage*** is the subject of a valid ***claim*** under the Property Damage section of this policy. ***We*** will pay the: a) amounts debited or invoiced to customers as set out in ***your*** records or accounts for ***your activities*** but not paid at the time of the ***damage***, adjusted for bad debts and any abnormal trading conditions, less any amounts received or traced b) additional expenses incurred by ***you*** with ***our*** consent in tracing and establishing a) above. The most ***we*** will pay is £25,000 for any ***claim***.	Any loss or expense due to: a) misfiling b) deliberate erasure, distortion or corruption of ***data***, information or records c) a dishonest or fraudulent act by ***you***, ***your*** directors, partners or ***employees*** or anyone acting on ***your*** behalf.

Extensions for Business Interruption

What is covered		What is not covered
9	LOSS OF LICENCE a) ***We*** will pay for loss of ***income*** and ***increased cost of working*** during the ***loss of licence indemnity period*** as a result of ***your activities*** at the ***premises*** being interrupted or interfered with due to ***loss of licence*** b) If the ***premises*** are sold within the ***loss of licence indemnity period*** as a result of ***your activities*** at the ***premises*** being interrupted or interfered with due to ***loss of licence***, ***we*** will pay for the depreciation in value of ***your*** interest in the ***premises*** covered by the premises licence or club premises certificate, less any sum already paid for loss of ***income*** and ***increased cost of working*** under item a) above. The amount payable will be, for: • ***income*** - the amount by which the ***income*** during the ***loss of licence indemnity period*** falls short of the ***income*** during the 12 month period immediately before ***your activities*** at the ***premises*** being interrupted or interfered with due to ***loss of licence***. (This amount may be adjusted to take into account any trends or other factors affecting ***your activities***, such as seasonal variation, so that the figures represent as closely as possible, the ***income*** that would have been achieved if the ***damage*** had not occurred). • ***increased cost of working*** - the amount of ***increased cost of working*** during the ***loss of licence indemnity period*** for the sole purpose of avoiding or diminishing the reduction in ***income*** in consequence of ***loss of licence***, but not exceeding the amount that would otherwise have been payable for ***income***. In calculating the amount payable, ***we*** will take into account any: i. savings during the ***loss of licence indemnity period*** of expenses payable out of ***income*** that cease or are reduced because of ***your activities*** at the ***premises*** being interrupted or interfered with due to ***loss of licence*** ii. ***income*** earned by ***you***, or by others on ***your*** behalf, during the ***loss of licence indemnity period*** from conducting ***your activities*** elsewhere than at the ***premises***. The most ***we*** will pay for all ***claims*** in any one ***period of insurance*** is £100,000.	Loss: a) due to: i. town or country planning, improvement or redevelopment ii. ***your*** omission to take all steps necessary to maintain the premises licence or club premises certificate iii. the ***premises*** not being maintained in a good state of hygiene or sanitary condition or repair iv. bankruptcy or insolvency b) caused by: i. any compulsory purchase or surrender ii. a change in the law iii. any closure of the ***premises*** not required by law iv. ***your*** failure to carry out any requirements of the licensing authority or other authority.

Claims settlement for Business Interruption

ACCOUNTANTS CHARGES

Within the overall sum insured, ***we*** will also pay for professional accountants' charges reasonably incurred by ***your*** usual professional accountant for producing and certifying any details in ***your*** accounting records requested by ***us*** under the terms of this policy for the purpose of investigating or verifying any ***claim***, but this does not include any accountants' charges otherwise incurred by ***you*** for the preparation of any ***claim***.

LIMITS

The most ***we*** will pay for:

a) reproducing ***documents*** or ***data*** under ***increased cost of working*** is £10,000 or the sum insured shown in the schedule, whichever is less

b) Loss of Income or Increased Cost of Working or Rental Income or Additional Increased Cost of Working is the relevant sum insured for each as shown in the schedule.

The amount ***we*** pay under any extension to this section forms part of, and is not in addition to, the limitations stated above.

VALUE ADDED TAX

to the extent that ***you*** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.

PAYMENTS ON ACCOUNT

We may make monthly payments on account during the ***indemnity period***.

UNDERINSURANCE

If the sum insured shown in the schedule for:

a) loss of income is less than the ***income***

b) rental income is less than the ***rental income***

earned during the 12 month period immediately before the date of the ***damage*** appropriately adjusted:

i. if the ***indemnity period*** exceeds 12 months, and

ii. for any trends or other factors affecting ***your activities*** (such as seasonal variation) so that the figures represent, as closely as possible, the result that would have been achieved if the ***damage*** had not occurred

then the amount payable for any ***claim*** will be proportionately reduced.

Section 13 Equipment Breakdown

What is covered	What is not covered
We will indemnify ***you*** in respect of ***damage*** to ***covered equipment*** arising from an ***accident*** happening during the ***period of insurance***.	1. The amount of ***excess*** shown in the schedule. 2. ***Damage*** caused by or resulting from: a) a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment b) depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions, but if ***damage*** from an ***accident*** results ***we*** shall be liable for that resulting ***damage***. 3. ***Damage*** which is recoverable under a maintenance agreement, warranty or guarantee. 4. ***Damage*** caused by any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance, but if ***damage*** from an ***accident*** results ***we*** shall be liable for that resulting ***damage***. 5. Any claim cost or loss caused by or resulting from ***your*** commercial decision to stop trading or the decision of a ***service provider*** to stop or reduce trade with ***you*** or restrict their services. 6. Any loss or ***damage*** caused by a ***cyber event***. 7. Any loss of, or ***damage*** to, data or ***computer media*** caused by: a) programming error or programming limitation b) loss of data (other than as specifically provided for under the Reinstatement of Data and Computer Increased Costs of Working extension) c) loss of access d) loss of use e) loss of functionality. 8. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirement for Equipment Breakdown

1 BACK-UP RECORDS

You must:

a) back up all original data at least every 7 days, and

b) take reasonable precautions to make sure that all data is stored safely.

If ***you*** fail to keep to this condition, ***we*** may still pay a ***claim*** if ***you*** can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond ***your*** control.

Extensions for Equipment Breakdown

The insurance provided by this section is extended to include the following.

	What is covered	What is not covered
1	AWAY FROM PREMISES ***Damage*** from an ***accident*** to: a) ***covered equipment*** whilst being loaded, unloaded, or moved anywhere in the ***territorial limits*** b) ***covered equipment*** temporarily removed from the ***premises*** to anywhere in the ***territorial limits***: i. whilst in ***your*** custody or control or ii. for the purpose of repair, replacement, restoration, service or modification c) ***portable computer equipment*** at any location or whilst being loaded, unloaded, or moved anywhere in the world.	Loading, unloading, and movement of ***covered equipment*** by air or sea, unless the sea transit is by roll-on/roll-off ferry.
2	REINSTATEMENT OF DATA AND COMPUTER INCREASED COSTS OF WORKING (A) ***We*** will pay the costs ***you*** incur in reinstating data that is lost or damaged as a consequence of an ***accident*** to ***covered equipment*** provided that: i. ***our*** liability is limited solely to the cost of reinstating data onto ***computer media*** ii. ***we*** shall not be liable for loss or damage to software. (B) In addition, ***we*** will pay costs necessarily and reasonably incurred by ***you*** for the sole purpose of avoiding or diminishing the resulting interruption or interference to ***your*** computer operations. The most ***we*** will pay under: (A) is £50,000 for any one ***accident*** (B) is £50,000 for any one ***accident***.	Any loss otherwise excluded under this section.
3	BUSINESS INTERRUPTION AND ANCHOR LOCATIONS If the Business Interruption section of this policy is operative, ***we*** will pay to ***you*** in respect of each item in the schedule, the financial loss occurring during the ***indemnity period*** following: (A) an ***accident*** to ***covered equipment*** that results in ***your activities*** being interrupted or interfered with, including such loss or damage occurring at ***your service provider(s)*** premises (B) an ***accident*** to property at an ***anchor location*** that results in ***your activities*** being interrupted or interfered with provided that: i. the property at the ***anchor location*** is of a similar type and function to the ***covered equipment*** ii. the ***anchor location*** has been open for business for at least six months prior to the ***accident*** and is located within one mile of the ***premises***. ***Our*** liability shall not exceed the sum insured for each item, nor in all the total sum insured and in any event ***our*** maximum liability shall not exceed under: - cover (A) £100,000 in any one ***period of insurance*** - cover (B) £50,000 in any one ***period of insurance***.	Any loss resulting from the Damage to Own Surrounding Property extension.

Extensions for Equipment Breakdown

The insurance provided by this section is extended to include the following.

	What is covered	What is not covered
4	PUBLIC RELATIONS COSTS ***We*** will pay reasonable costs necessarily incurred by ***you*** with ***our*** prior written consent for the services of a professional public relations firm to assist ***you*** in creating and disseminating communications to: a) the media, b) the public, c) ***your*** customers and clients, following a ***claim*** accepted under the Business Interruption and Anchor Locations extension. The most ***we*** will pay is £25,000 for any one ***accident***.	
5	ADDITIONAL ACCESS COSTS If the Business Interruption section of this policy is operative, ***we*** will pay reasonable costs necessarily incurred in order to gain access to repair or replace ***covered equipment*** following an ***accident***. The most ***we*** will pay is £20,000 for any one ***accident***.	
6	HAZARDOUS SUBSTANCES Following an ***accident***, ***we*** will also pay the additional cost to repair or replace ***covered equipment*** which has been contaminated by any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency. This includes any additional expenses incurred to clean up or dispose of such property. The most ***we*** will pay is £10,000 for any one ***accident***.	
7	EXPEDITING EXPENSES Reasonable costs necessarily incurred by ***you*** to make temporary repairs and expedite permanent repairs or permanent replacement of damaged ***covered equipment***. The most ***we*** will pay is £20,000 for any one ***accident***.	
8	STATUTORY LEGISLATION AND PUBLIC AUTHORITIES (Including undamaged portions) If in force, the Statutory Legislation and Public Authorities extension of the Property Damage section of this policy applies to ***covered equipment*** damaged as a result of an ***accident***.	1. The additional costs for ***damage***: a) occurring before cover under this extension was effective b) not insured by this policy. 2. The additional costs relating to: a) any notice of compliance served on ***you*** before the ***damage*** b) an existing agreement requiring implementation within a given period c) any ***buildings*** that have not been ***damaged*** d) any charge or assessment arising out of capital appreciation.
9	DAMAGE TO OWN SURROUNDING PROPERTY ***We*** shall be liable for ***damage*** to property at the ***premises*** belonging to ***you*** or in ***your*** custody and control and for which ***you*** are responsible, directly resulting from the ***explosion*** or ***collapse*** of any ***covered equipment*** operating under steam pressure. The most ***we*** will pay is £2,000,000 for any one ***accident***.	

Extensions for Equipment Breakdown

The insurance provided by this section is extended to include the following.

	What is covered	What is not covered
10	HIRE OF SUBSTITUTE ITEM Following an ***accident*** to ***covered equipment***, ***we*** will pay the cost of hire charges actually incurred by ***you*** during the ***period of insurance*** for the necessary hire of a substitute item of similar type and capacity during the period of repair, or until permanent replacement of the item lost or damaged. The most ***we*** will pay is £10,000 for any one ***accident***.	
11	STORAGE TANKS AND LOSS OF CONTENTS ***Damage*** caused by an ***accident*** to oil storage tanks or water tanks, including connected pipework, belonging to ***you*** or for which ***you*** are responsible at the ***premises***. In addition, this extension covers loss of the contents of oil storage tanks caused by: a) escape of contents – leakage, discharge or overflow from the oil storage tanks caused by or resulting from an ***accident*** b) contamination – contamination of the contents of oil storage tanks caused by or resulting from an ***accident***, including cleaning costs incurred as a result of such loss. The most ***we*** will pay is £10,000 for any one ***accident***.	
12	DEBRIS REMOVAL Following an ***accident*** to ***covered equipment***, ***we*** will pay the costs necessarily incurred for: a) removal of debris, and b) the protection of the ***covered equipment***. The most ***we*** will pay is £25,000 for any one ***accident***.	
13	REPAIR COSTS INVESTIGATION ***We*** will pay the costs incurred with ***our*** prior written consent, relating to repair investigations and tests by consulting engineers, for ***damage*** to ***covered equipment*** following an ***accident***. The most ***we*** will pay is £25,000 for any one ***accident***.	Any fees or costs incurred in preparing a claim under this section.
14	ENERGY EFFICIENCY IMPROVEMENTS ***We*** will pay the additional costs incurred with ***our*** prior written consent, to replace the damaged ***covered equipment***, following an ***accident*** with similar equipment that is: a) better for the environment, b) safer, and c) more efficient than the ***covered equipment*** being replaced. The most ***we*** will pay is 25% of the new replacement cost of the damaged ***covered equipment***, or £25,000, whichever is less, for any one ***accident***.	

Claims settlement for Equipment Breakdown

We will pay up to the value of ***covered equipment*** at the time of the ***damage***, or at ***our*** option repair, reinstate or replace the ***covered equipment*** in accordance with the following:

REINSTATEMENT

Subject to the following special conditions the basis upon which the amount payable in respect of ***covered equipment*** is to be calculated, shall be the reinstatement of the ***covered equipment*** that is the subject of an ***accident***.

For this purpose 'reinstatement' means:

a) the replacement of ***covered equipment*** that is the subject of an ***accident*** which, provided ***our*** liability is not increased, may be carried out:
   i. in any manner suitable to ***your*** requirements
   ii. upon another site

b) the repair or restoration of ***covered equipment*** that is the subject of an ***accident***

to a condition equivalent to, or substantially the same as, but not better or more extensive than its condition when new.

SPECIAL CONDITIONS

1. ***Our*** liability for the repair or restoration of ***covered equipment***, that is the subject of an ***accident***, shall not exceed the amount payable for replacement of the ***covered equipment***.

2. No payment beyond the amount which would have been payable in the absence of this basis of settlement shall be made:
   a) unless reinstatement commences and proceeds without unreasonable delay
   b) until the cost of reinstatement shall have been actually incurred.

3. ***We*** shall not be bound to reinstate exactly or completely any property that is the subject of a ***claim*** but only as circumstances permit and in reasonably sufficient manner.

   We shall not pay out, in respect of any one of the items insured, more than the sum insured.

4. All the terms and conditions of the policy shall apply:
   a) in respect of any ***claim*** payable under this memorandum except in so far as they are varied hereby
   b) where ***claims*** are payable as if this memorandum had not been incorporated.

LIMITS

Our liability in any one ***period of insurance*** shall not exceed the sum insured under the appropriate Property Damage section provided by this policy for each item of ***covered equipment*** nor in all the total Property Damage sum insured, subject to the following maximum limits.

The total amount ***we*** will pay in respect of this section shall not exceed £5,000,000 for any one ***period of insurance***.

Within this amount ***our*** liability shall not exceed:

a) £500,000 for any one ***accident*** to ***computer equipment***

b) £5,000 for any one ***accident*** to ***portable computer equipment***.

All ***accidents*** that are the result of the same event will be considered one ***accident***.

The amount ***we*** pay under any extension to this section forms part of, and is not in addition to, the ***period of insurance*** limitations stated above.

Section 14 Terrorism

The following definitions apply to this section

act of terrorism	any act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's government in the United Kingdom or any other government de jure or de facto
business interruption	loss arising from interruption or interference with ***your activities*** carried on by ***you*** at the ***premises*** as a result of ***damage*** to property used by ***you*** at the ***premises*** for the purpose of ***your activities***
computer system	any computer or other equipment or component or system or item which processes, stores, transmits or receives ***data***
data	data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever
event	all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same ***act of terrorism***. The date and time that any such period of 72 hours shall commence shall be set by ***us***
nuclear installation	any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for: a) the production or use of atomic energy, b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel
nuclear reactor	any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons
property	all property whatsoever but excluding: 1. any property which is occupied as a private residence and which is: a) a private dwelling house, or b) a self-contained unit insured as part of a block of units i.e. a block of flats unless such property: i. is not insured in the name of a private individual ii. is insured in the name of a ***sole trader*** or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question iii. is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by ***us***) of the whole of such land or building 2. property including fine art collections which are the subject of: a) a trust of any kind, or b) an executorship of a will and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will 3. any ***nuclear installation*** or ***nuclear reactor*** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such ***nuclear installation*** or ***nuclear reactor*** The noting of the interest of any lender (by including as joint insured or otherwise) shall not prejudice the definition of property as defined above
property insured	***property*** which is insured under other sections of this policy
sole trader	a) a self-employed individual registered as a sole trader with HM Revenue & Customs, or b) a private individual or individuals operating as a landlord and taxed as a business, or c) a private individual or individuals who have made an active decision to become a landlord and receive or intend to receive an income from ***property insured***

Section 14 Terrorism

What is covered

We will pay for:

a) damage to or the destruction of ***property***

b) ***business interruption*** or book debts

c) loss caused by cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of ***property***

as insured by any other section of this policy occasioned by or happening through or in consequence of an ***act of terrorism*** within England, Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987)

Provided always that the insurance by this section is:

a) not subject to any:

i. of the general exclusions of this policy

ii. long term agreement or undertaking which may otherwise apply

iii. terms in this policy which provide for adjustments of premium

b) subject:

i. otherwise to all the terms, provisions, definitions, and conditions of this policy except where expressly varied within this section

ii. to a maximum period of insurance of 12 months from the inception or renewal date of this policy.
Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that:

a. no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy

b. the renewal premium due in respect of this section has been received by ***us***.

Condition

If ***we*** allege that any other loss is not covered by this section the burden of proving that such loss is covered shall be upon ***you***.

Notwithstanding the above the burden of proof shall be upon ***us*** to prove or establish all the matters referred to in sub-paragraph b) of the ACT OF TERRORISM TRIGGERED BY REMOTE DIGITAL INTERFERENCE extension of this section.

What is not covered

1. The amount of ***excess*** applicable under this section or extensions to this section.
2. Any losses whatsoever:

a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

b) arising under:

i. marine, aviation and transit policies

ii. motor insurance policies

iii. bankers blanket bond

c) directly or indirectly caused by, contributed to by, or arising from or occasioned by or resulting from:

i. damage to or the destruction of any ***computer system***, or

ii. any alteration, modification, distortion, erasure, corruption of ***data***

whether ***your*** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

a) Virus or similar mechanism, being program code, programming instruction or any set of instructions intentionally constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, ***computer systems***, ***data*** or operations, whether involving self-replication or not. Virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above, or,

b) Denial of service attack, being any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or ***computer systems***. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other ***computer systems***, or,

c) Hacking, being unauthorised access to any ***computer system*** whether ***your*** property or not, or

d) Phishing, being any access or attempted access to ***data*** made by means of misrepresentation or deception.

Extension for Terrorism

The following definitions apply to this extension

losses	all losses arising under any operative section or extension to this policy for material damage, business interruption or book debts as a result of damage to or the destruction of ***property insured*** in England, Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987) the proximate cause of which is an ***act of terrorism***
property / property insured	as defined in this section but also excludes for the purposes of this extension any: a) ***money***, ***non-negotiable money***, currency, electronic cryptographic or virtual currency including Bitcoin or any similar negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, and b) ***data***
specific events	fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any ***computer system***

Extension for Terrorism

What is covered		What is not covered
1	ACT OF TERRORISM TRIGGERED BY REMOTE DIGITAL INTERFERENCE Exclusion 2 c) of this section will not apply to ***losses*** provided such ***losses***: a) result directly (or solely as regards c) iii. below indirectly) from ***specific events***, and b) are not proximately caused by an ***act of terrorism*** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state, and c) comprises: i. the cost of reinstatement, replacement or repair in respect of damage to or destruction of ***property insured***, or ii. the amount of ***business interruption*** or book debts suffered directly by ***you*** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of ***property insured*** or as a direct result of denial, prevention or hindrance of access to or use of the ***property insured*** by reason of an ***act of terrorism*** causing damage to or destruction of other property within one mile of the ***property insured*** to which access is affected, or iii. the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of ***property*** and any additional costs or charges reasonably and necessarily paid by ***you*** to avoid or diminish such loss. Notwithstanding the exclusion of ***data*** from ***property*** and ***property insured*** to the extent that damage to or destruction of ***property*** and ***property insured*** within the meaning of sub-paragraph c) above indirectly results from any alteration, modification, distortion, erasure or corruption of ***data*** because the occurrence of one or more ***specific events*** results directly or indirectly from any alteration, modification, distortion, erasure or corruption of ***data*** that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such ***property*** and ***property insured*** and otherwise falling within sub-paragraphs a) and c) above from being recoverable under this policy. In no other circumstances than the previous sentence, however, will any loss(es) directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of ***data*** be recoverable under this policy.	The exclusions for this section apply to the Extension for Terrorism other than where expressly varied.

Claims settlement for Terrorism

As described in the relevant section of this policy in respect of damage to or the destruction of the ***property insured*** or ***business interruption*** or book debts or loss caused by cancellation, abandonment, postponement, interruption, curtailment or relocation of an event.

The most ***we*** will pay for any one ***event*** is the lesser of:
- the total sum insured, or
- for each item its individual sum insured, or
- any other limit of liability

as stated in the relevant section of this policy less the ***excess***.

The ***excess*** applicable to:
- losses under the 'ACT OF TERRORISM TRIGGERED BY REMOTE DIGITAL INTERFERENCE' extension to this section is the same as the ***excess*** under the Property Damage section of this policy, shown in the schedule, unless the cause of the loss has a specific ***excess*** in which case this ***excess*** will apply
- all other losses under this section is the same as the ***excess*** applied in respect of the risk of fire and/or explosion under the other sections of this policy.

General Exclusions

(Applicable to the whole policy unless ***we*** say otherwise)

This policy does not cover:

1 RADIOACTIVE CONTAMINATION

damage, consequential loss, liability, cost or expense directly or indirectly caused by, or contributed to by, or arising from:

a) ionising radiation from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
c) any weapon or device employing atomic or nuclear fission and/or fusion, or other like reaction, or radioactive force or matter
d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter
Part d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared, stored or used in the normal course of operations by ***you*** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.
e) any chemical, biological, bio-chemical or electromagnetic weapon.

However, this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon.

This exclusion does not apply to any policy section, or part of a section, for:

i. Employers' Liability except in respect of liability of any principal and liability assumed by agreement
ii. Personal Accident.

2 WAR RISKS

damage, consequential loss, liability, cost or expense directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

This exclusion does not apply to any policy section, or part of a section, for Employers' Liability.

3 TERRORISM

any ***damage***, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any ***act of terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This insurance also excludes ***damage***, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any ***act of terrorism***.

If ***we*** allege that by reason of this exclusion any ***damage***, liability, cost or expense is not covered by this policy the burden of proving the contrary shall be upon ***you***.

This exclusion does not apply to any policy section, or part of a section, for Employers' Liability, Public and Products Liability, Personal Accident, Cyber, Professional Indemnity, Trustees' and Directors' Indemnity, Reputational Risks or Terrorism.

4 POLLUTION OR CONTAMINATION

a) in respect of any section, or part of a section, insuring property of any description, including electronic data, Business Interruption or Book Debts

damage, consequential loss, cost or expense caused by pollution or contamination except (unless otherwise excluded) ***damage*** caused by:

i. pollution or contamination which itself results from fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, breakage of glass and sanitary fixtures
ii. fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, breakage of glass and sanitary fixtures which itself results from pollution or contamination

and provided the pollution or contamination is 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***.

This exclusion does not apply to any policy section, or part of a section, for Equipment Breakdown, or discharge of oil.

b) in respect of any section, or part of a section, insuring liability to third parties

liability, cost or expense arising from 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 shall be deemed to have occurred at the time such incident takes place.
Pollution or contamination shall be deemed to mean:

i. all pollution or contamination of buildings or other structures or water or land or the atmosphere, and
ii. all ***damage*** or ***bodily injury*** directly or indirectly caused by such pollution or contamination.

General Exclusions

This policy does not cover:

5 INDIRECT LOSS

any indirect losses which result from the event that caused ***you*** to make a ***claim***, except as specifically provided for under this policy.

This exclusion does not apply to the sections for Employers' Liability, Public and Products Liability, Professional Indemnity, Personal Accident, Trustees' and Directors' Indemnity or Legal Expenses.

6 MORE SPECIFIC INSURANCE

property more specifically insured under another policy.

7 DATE RELATED COMPUTER FAILURE

any ***claim*** directly or indirectly arising from the failure or possible failure of any computer or other equipment, media or system (or any part of them) for processing, storing or retrieving data, to include without limitation any microchip integrated circuit or similar device or any computer software, to:

a) correctly recognise any date as its true calendar date
b) save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
c) save or correctly process any data on or after any date

but this shall not exclude subsequent ***damage***, or consequential loss, not otherwise excluded which itself results from:

fire, explosion, lightning, smoke, aircraft or other aerial devices dropped from them, theft or attempted theft, impact by any road vehicle, train or animal, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, malicious people or vandals, storm or flood, escape of water from any tank, apparatus or pipe, escape of fuel oil from any fixed oil-fired heating installation

if covered by this policy.

This exclusion does not apply to any policy section, or part of a section, for Employers' Liability, Public and Products Liability or Personal Accident.

8 ASBESTOS

This exclusion only applies to any section, or part of a section, insuring liability to third parties including Public and Products Liability, Professional Indemnity and Trustees' and Directors' Indemnity.

Liability arising directly or indirectly from any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of ***asbestos***.

However, this shall not apply where removing, handling or disposing of ***asbestos*** does not form part of ***your activities*** or any contract work undertaken and:

a) ***you*** have complied with any legal obligations to manage ***asbestos***, and
b) any discovery of ***asbestos*** by ***you*** is unintentional and accidental, and
c) where, upon discovery of ***asbestos***, all work immediately stops, and
d) a HSE licensed ***asbestos*** removal contractor is employed:
   i. to make safe the area in which the discovery is made as soon as is practicable, and
   ii. who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by your policies and which do not exclude the work to be carried out

This exclusion does not apply to any policy section, or part of a section, for Employers' Liability.

9 CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE

any liability, fines, costs or expenses of whatsoever nature arising from or related to any action brought against ***you***, or any other company or organisation insured by this policy, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation, except as provided by the Corporate Manslaughter extensions to the Employers' Liability and Public and Products Liability sections to this policy.

This exclusion does not apply to the policy section for Legal Expenses.

10 INFECTIOUS OR COMMUNICABLE DISEASE

loss, ***damage***, liability, cost, expense or any other sum of whatsoever nature directly or indirectly caused by, resulting from, arising out of or related to or contributed to by:

a) any ***infectious or communicable disease*** including but not limited to:
   i. the fear of a threat (whether actual or perceived) from an ***infectious or communicable disease***
   ii. contamination or fear of contamination (whether actual or perceived) of property by an ***infectious or communicable disease***

   but this shall not exclude direct physical loss or physical damage to insured property at the ***premises*** occurring during the ***period of insurance*** resulting directly or indirectly from, or caused by, a peril otherwise insured by this policy
b) any action taken or failure to take action to prevent, control or respond to any ***infectious or communicable disease***.

Provided that:

- this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- in the event of any contradiction in this policy this exclusion shall always take primacy
- where ***we*** apply this exclusion the burden of proving the contrary shall be upon ***you***
- this exclusion applies to all sections and extensions of this policy except those sections or extensions (where available and insured by this policy) noted below:

a) Employers' Liability
b) Public Liability
c) Medical Malpractice
d) Reputational Risks
e) PR Crisis Communication
f) Professional Indemnity
g) Trustees' and Directors' Indemnity
h) Directors' and Officers' Liability
i) Personal Accident
j) Legal Expenses
k) Terrorism.

General Exclusions

11 CYBER LOSS (PROPERTY)

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

a) any unauthorised access to, or loss of, alteration of, or damage to, or a reduction in the functionality, availability or operation of a ***computer system*** or any unauthorised access to, or modification of, ***data***.

Notwithstanding the provisions of this sub-paragraph a) and subject to all other terms and conditions and exclusions contained in this policy, this policy will provide cover for physical loss of, or physical damage to, property insured under this policy (not including ***data***) and any ***time element loss*** directly resulting therefrom where such physical loss, or physical damage, is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy:

i. Fire, lightning or explosion
ii. Impact by aircraft or vehicle or animal or falling objects
iii. Wind, storm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow
iv. Escape of water or oil
v. Riot or civil commotion
vi. Subsidence, heave or landslip
vii. Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss
viii. Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage
ix. Accidental damage to insured property caused by persons physically present at both the time and location of such damage

b) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any ***data*** including any amount pertaining to the value of such ***data***

Notwithstanding the provisions of this sub-paragraph b) in the event that hardware or the data storage device of a ***computer system*** insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph a) above which results in damage to, or loss of, ***data*** stored on that hardware or the ***data*** storage device, then the damage to, or loss of, such ***data*** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost ***data*** under this policy shall be limited to the cost of reproducing ***data***, provided that such costs are otherwise indemnifiable under this policy.

Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering and assembling such ***data*** but shall not include the value of the ***data*** whether to the ***insured*** or any other party even if such ***data*** cannot be recreated, gathered or assembled

c) any:

i. unauthorised appropriation of ***data***
ii. unauthorised transmission of ***data*** to any Third Party
iii. misrepresentation or use or mis-use of ***data***
iv. operator error in respect of ***data***

d) any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs a) – c) above

e) any action taken, or failure to take action, to prevent, control, limit or respond to anything described in sub-paragraphs a) – d) above.

This exclusion applies to all sections and extensions of this policy except those sections or extensions (where available and insured by this policy) noted below:

a) Employers' Liability
b) Public Liability
c) Medical Malpractice
d) Reputational Risks
e) Professional Indemnity
f) Trustees' and Directors' Indemnity
g) Directors' and Officers' Liability
h) Personal Accident
i) Legal Expenses
j) Terrorism
k) Cyber
l) Equipment Breakdown.

General Conditions

(Applicable to the whole policy unless ***we*** say otherwise)

NOTE – Reference to ***claim*** in these General Conditions is deemed also to refer to ***claim made***.

1 CANCELLATION (YOUR RIGHTS)

Cooling-off period for private customers only.

If ***you*** are an individual person and any part of the insurance by this policy has been requested by ***you*** for purposes which are outside ***your*** trade, business or profession then the following cooling-off and cancellation condition applies.

If at inception or renewal of this policy and after receiving the full written documentation (either in paper or electronic format), including the schedule, ***you*** change ***your*** mind and no longer require the cover then ***you*** have 14 days (cooling-off period) from either the date ***you*** received the full written documentation or the date the cover commenced, whichever is the later, to tell ***us***, or ***your*** insurance advisor, in writing that ***you*** wish to cancel this policy. In such circumstances ***we*** will make a full refund of premium provided ***you*** have not made a ***claim***.

If this policy is not cancelled within the cooling-off period, then the insurance by this policy is in force and ***you*** are committed to pay the premium.

Other than within the cooling-off period.

a) ***You*** can cancel this policy providing ***you*** give ***us*** notice in writing (including electronic format).

b) As long as ***you*** have not made a ***claim we*** will refund the premium for the remainder of the ***period of insurance***, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £25.

c) If ***you*** have made a ***claim*** in the current ***period of insurance*** then the full annual premium is due and no refund will be allowed. If the premium is paid by instalments, then any premium owing for the remainder of the ***period of insurance*** must be paid by ***you*** or it will be deducted from any ***claim*** settlement.

2 CANCELLATION (OUR RIGHTS)

Non-payment of premium.

Unless otherwise agreed by ***us*** in writing, if the premium is:

a) payable by instalments and an instalment is not received by the due date, this policy will be cancelled from the date the instalment was due

b) not payable by instalments and the payment is not received by the due date, this policy will be cancelled from the date the payment was due.

Other than for non-payment of premium.

We have the right to cancel this policy by giving ***you*** 14 days notice in writing sent by special delivery to ***your*** last known address. Valid reasons for cancelling ***your*** policy may include ***your*** failure to:

a) implement ***our*** requirement(s) within the timescale(s) specified in ***our*** risk management report following a survey

b) comply with the Reasonable Care (Your Duties) general condition.

If ***we*** cancel this policy ***we*** will refund the premium (unless stated otherwise within this policy) for the remainder of the ***period of insurance***, suitably adjusted if the premium is paid by instalments.

Separate cancellation arrangements apply under the general conditions for Misrepresentation or Non-Disclosure, Fraud and Alteration of Risk.

3 MISREPRESENTATION OR NON-DISCLOSURE

It is ***your*** legal duty to make a fair presentation of the information required by ***us*** to provide the insurance by this policy.

This duty applies at the start of the policy, before any variation is made and prior to renewal of the policy.

We will treat this policy as void (i.e. as if it had not existed) if there is any deliberate or reckless misrepresentation or non-disclosure of any material circumstance, and ***we*** will notify ***you*** in writing by special delivery to ***your*** last known address. ***We*** have the right to keep the premium.

Where any misrepresentation or non-disclosure of any material circumstance is not deliberate or reckless and if the material particular(s) had been fairly presented or disclosed ***we*** would:

a) not have agreed to provide the insurance on any terms, ***we*** have the right to treat the policy as void (i.e. as if it had not existed) and refuse all ***claims*** and ***we*** will return the premium paid.

b) have entered into the policy on different terms (other than terms relating to the premium), ***we*** have the right to impose those additional terms from inception of the policy or the date the risk changed.

c) have charged a higher premium, ***we*** have the right to reduce proportionately the amount of any ***claim*** payment under the policy to the same proportion that the premium charged bears to the higher premium.

Our rights under b) and c) above may both apply at the same time.

Our rights under this condition also apply to a variation of the policy.

SPECIAL NOTE (not forming part of this policy wording):

A fair presentation is one which clearly discloses all material facts which you, including the person(s) responsible for arranging the insured's insurance and your board of directors know, should know, or ought to have known, following a reasonable search.

General Conditions

4 FRAUD

If ***you*** or anyone acting for ***you*** or any other person claiming to obtain benefit under this policy:

a) make(s) a false, fraudulent or exaggerated ***claim***

b) support(s) a ***claim*** by any false or fraudulent document, device or statement

c) cause(s) an event by a wilful or wrongful act which results in a ***claim***

then ***we***:

i. will not pay the ***claim*** and ***we*** have the right to recover from ***you*** any part payments made in respect of the ***claim*** prior to discovery of the fraudulent act

ii. have the right to:

- cancel this policy from the date of a fraudulent act even if this policy expired before the discovery of the fraudulent act
  (If ***we*** cancel this policy, ***we*** will notify ***you*** in writing by special delivery to ***your*** last known address)
- keep the premium
- refuse any ***claim*** arising after a fraudulent act.

We will still remain responsible for legitimate ***claims*** before the fraudulent act.

5 ALTERATION OF RISK

If after the start date of this policy:

a) there is any change, or additional circumstance, which increases the risk of ***damage***, accident or liability, such as:

i. structural alterations or major repairs

ii. any demolition, groundwork, excavation or construction being carried out at any site adjacent to the ***premises***

iii. changes in, or additions to, ***your*** organisation, ***your activities***, the ***premises*** or its use

b) ***your*** interest ceases except by will or operation of law

c) an administrator, liquidator or receiver, is appointed or if ***you*** enter into a voluntary arrangement

you must give notice to ***us*** as soon as is reasonably possible.

Upon any alteration described above ***we*** have the right to:

i. cancel this policy from the date of the alteration or in accordance with the Cancellation (Our Rights) general condition, or

ii. charge additional premium, and if necessary amend the terms of cover, from the date of the alteration.

- Workmen are allowed to work on the ***buildings*** for the purposes of effecting any decorations or minor repairs, additions or alterations
- The cover provided by extension 28 Minor Contract Works under the Property Damage section, where operative and shown in the schedule, is

without prejudice to the terms of this condition.

General Conditions

6 UNOCCUPIED BUILDINGS

a) ***you*** must give notice to ***us*** as soon as is reasonably possible when the ***buildings*** or part of the ***buildings*** insured by this policy becomes ***unoccupied***, or when an ***unoccupied building*** or part of the ***unoccupied buildings*** is again occupied.

Upon a change in the occupancy of the ***buildings*** or part of the ***buildings*** described above, ***we*** may, at ***our*** option:

i. amend the terms, conditions and exceptions that apply to such ***buildings*** and charge an additional premium

ii. cancel the cover for any affected ***buildings***

iii. cancel this policy in accordance with the Cancellation (Our Rights) general condition.

We will not pay any ***claim*** (unless ***we*** say otherwise) if ***you*** fail to comply with this condition and such failure causes, or increases the amount of, the loss.

SPECIAL NOTE (not forming part of this policy wording):

There is no cover under the Property Damage section for damage by theft, malicious damage, storm, flood, escape of water or fuel oil, or accidental damage that occurs while the buildings are unoccupied, vacant, untenanted, unfurnished, empty or no longer in active use for a period exceeding 30 consecutive days.

b) in respect of any ***buildings*** or part of the ***buildings*** which becomes ***unoccupied***:

i. ***you*** must turn off electricity, gas and water supplies at the mains and drain down all water systems, other than those required to maintain any intruder alarm, fire alarm, sprinkler installations or other fire suppression, security or other risk protection systems and devices

ii. ***you*** must remove all waste and unfixed combustible materials, both internally and externally from such ***buildings***

iii. ***you*** must maintain in full and efficient working order and keep operational all alarms, sprinkler installations, fire suppression systems, locks and all other protective and security devices, including perimeter security protection at the ***premises***

iv. where there is a sprinkler installation, ***you*** must maintain the central heating system to prevent freezing and:

- the system should be inspected to ensure it is operating correctly whenever such ***buildings*** are inspected
- the temperature throughout the ***buildings*** must be maintained at not less than 7 degrees Centigrade (45 degrees Fahrenheit)
- the system must be serviced and maintained at least annually by an appropriately qualified engineer

v. ***you*** must remove all keys from the locks and keep them in a secure place away from the ***buildings***

vi. ***you*** must undertake an internal and external inspection of such ***buildings*** at least every seven days and rectify as soon as reasonable possible, any defects in the fabric of the ***buildings***, or the security or fire protection installations

A record of inspections, including remedy of any defects must be maintained

vii ***you*** must securely seal all letter box flaps and other similar gaps or openings, where the letterbox cannot be sealed shut, ***you*** must fit a metal box or cage to the inside of the letterbox aperture and remove the post from it, whenever such ***buildings*** are inspected

viii. ***you*** must tell ***us*** as soon as is reasonably possible if such ***buildings*** are to be occupied by contractors for any alterations, renovations, conversions or repairs

ix. in addition to the Claims Procedure (Your Duties) general condition that requires ***you*** to tell ***us*** as soon as ***you*** become aware of an incident that may result in a claim, ***you*** must also tell ***us*** as soon as ***you*** become aware of any illegal entry to the ***premises***, whether or not any ***damage*** has occurred

x. ***you*** must review and update ***your*** risk assessment (including the fire risk assessment) of such ***buildings*** to reflect the change in risk.

We will not pay any ***claim*** (unless ***we*** say otherwise) if ***you*** fail to comply with the requirements under b) above and such failure causes, or increases the amount of, the loss.

Our rights under a) i. to iii. and b) may both apply at the same time.

General Conditions

7 SANCTIONS

We shall not provide any cover under this policy or be liable to pay any ***claim*** or provide any benefit to the extent that the provision of such cover, payment of such ***claim*** or provision of such benefit would expose ***us*** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

If any such sanction, prohibition or restriction takes effect during the ***period of insurance*** ***you*** or ***we*** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing.

In such circumstances, ***we*** shall return a proportionate premium for the unexpired period of cover provided no ***claims*** have been paid or are outstanding.

8 REASONABLE CARE (YOUR DUTIES)

You must:

a) maintain the property covered under this policy in a safe, sound and good condition at all times
b) take appropriate precautions to prevent accidents, ***damage*** or ***bodily injury*** as soon as ***you*** become aware of any possible risk to people or property
c) comply with all statutory and other obligations and regulations imposed by any authority.

If ***you*** fail to comply with this condition because ***you*** have not taken reasonable care, or reasonable action, ***we*** retain the right:

i. to cancel this policy in accordance with the Cancellation (Our Rights) general condition, whether or not a ***claim*** is made
ii. not to pay any ***claim*** if such failure caused, or increased the amount of, the loss or liability for which the ***claim*** is made. Any payment on account of a ***claim*** already made by ***us*** shall be repaid to ***us***.

9 RIGHTS OF THIRD PARTIES

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

10 ASSIGNMENT

You shall not assign any of the rights or benefits under this policy, or any section of this policy, without ***our*** prior written consent.
We will not be bound to accept, or be affected by, any notice of trust, charge, lien of purported assignment or other dealing with, or relating to, this policy or any section of this policy.

11 CLAIMS PROCEDURE (YOUR DUTIES)

Contact details can be found under Making a Claim.

You must comply with the following conditions (at ***your*** expense):

a) When ***you*** become aware of a possible ***claim***, ***you*** shall notify ***us*** as soon as is reasonably possible and give ***us*** all details that are available to ***you***, provided that:
   i. in respect of any ***claim*** for property (including money) insured by this policy, the details are sent to ***us*** in writing within:
      - 7 days if ***damage*** has been caused by riot, civil commotion, strikers, labour disturbances and malicious persons, or
      - 30 days, or within such further time as ***we*** may in writing allow, if ***damage*** has been caused by any other event
   ii. ***you*** tell the police at the same time, and obtain a crime reference number, if:
      - ***damage*** results from theft, attempted theft, riot, civil commotion, strikers, labour disturbances or malicious persons
      - any loss by fraud or dishonesty arises which is insured by this policy, for example under the Dishonesty of Employee extension to the Money section.
b) If the ***claim*** relates to, or includes, any allegations or proceedings made against ***you***, or any person who is entitled to indemnity under this policy, ***you*** and they shall:
   i. not admit, deny, negotiate or agree a settlement without ***our*** written consent
   ii. send to ***us***, unanswered, every writ, summons or other communication immediately it is received without making any acknowledgement
   iii. send to ***us*** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to ***you***.
c) In respect of any ***claim*** for business interruption ***you*** shall also submit to ***us*** within 30 days after the expiry of the ***indemnity period***, or within such further time as ***we*** may in writing allow, a statement setting out particulars of the ***claim*** together with details of all other insurances covering any part of the ***damage*** or resulting business interruption.
d) ***You*** shall:
   i. give all assistance, information and documentation ***we*** may reasonably require within any reasonable timescales ***we*** may set
   ii. take all practical steps to recover any property lost or to minimise the ***damage***
   iii. not abandon any property to ***us***.
e) If requested by ***us*** ***you*** shall:
   i. complete ***our*** appropriate claim form
   ii. provide a statutory declaration of the truth of the ***claim***.

We will not deal with, continue to deal with or pay, any ***claim*** if ***you*** fail to comply with any part of this condition where such failure adversely affected ***our*** liability for, or the amount of, any ***claim***. Any payment on account of a ***claim*** already made by ***us*** shall be repaid to ***us***.

Additional special conditions apply for the Cyber and Legal Expenses sections.

General Conditions

12 CLAIMS PROCEDURE (OUR RIGHTS)

If ***you*** make a ***claim*** under this policy, ***we*** have the right to:

a) enter any building where ***damage*** has occurred and take, and keep, possession of any property insured by this policy (***we*** will not accept property abandoned to ***us***)

b) the salvage of any property covered by this policy

c) arrange a post mortem at ***our*** expense in the event of a death benefit ***claim*** under the Personal Accident or Personal Accident Assault cover

d) settle any liability ***claim*** by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at ***our*** discretion, the ***claim*** can be settled. ***We*** will then relinquish control of the ***claim*** and be under no further liability

e) at any time, and at ***our*** expense, to:

i. start, take over, defend and conduct any legal action in ***your*** name

ii. prosecute in ***your*** name for ***our*** benefit any ***claim*** for indemnity or damages

and ***we*** will have full discretion in the conduct and settlement of any such action.

Additional special conditions apply for the Cyber and Legal Expenses sections.

13 CLAIMS SETTLEMENT

Where more than one ***excess*** applies to any one ***claim*** only the highest ***excess*** will be deducted from the amount of settlement.

14 OTHER INSURANCE

Any section for legal liabilities or Money (but not Personal Accident Assault).

a) If at the time any ***claim*** arises under this policy ***you*** are, or would be, but for the existence of this policy, entitled to cover under any other insurance, ***we*** will only pay for any additional amount beyond the amount which would have been payable under such other insurance had this policy not been effected.

All other sections except those detailed above.

b) If at the time any ***claim*** arises under this policy there is any other insurance in force, whether effected by ***you*** or not, covering the same ***damage***, ***we*** will only pay ***our*** proportionate share.

c) If such other insurance is subject to any condition of underinsurance, this policy, if not already subject to any condition of underinsurance, will be subject to the same condition of underinsurance.

15 ARBITRATION

Provided ***we*** have admitted liability for a ***claim***, any unresolved dispute as to the amount to be paid shall be referred to arbitration in accordance with the statutory provisions in force at the time to:

a) an agreed arbitrator, or if an arbitrator cannot be agreed

b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days written notice to the other party.

You must not take legal action against ***us*** over the dispute before the arbitrator has reached a decision.

16 INDEX-LINKING

If any property damage section of this policy is subject to index-linking then:

a) the sum(s) insured by that section as shown in the schedule will be adjusted automatically to reflect general changes in rebuilding costs and inflation trends

b) the renewal premium will be calculated on revised sums insured that include previous index-linking increases

c) in the event of a ***claim*** the adjustments will continue during the period of repair or ***reinstatement*** provided such repair or ***reinstatement*** is carried out without delay.

General Conditions

17 DECLARATIONS

Prior to each renewal date, ***we*** may require ***you*** to complete a declaration of changes to various factors on which ***we*** base ***your*** renewal terms. If changes have occurred, or if ***you*** fail to submit ***your*** declaration to ***us***, ***we*** may consequently adjust ***our*** terms for the forthcoming renewal.

18 SUBJECT TO SURVEY(S)

Where required by ***us***, ***we*** will arrange a survey to be undertaken by ***our*** nominated surveyor at ***our*** expense to verify the information provided to ***us*** and to identify if any risk improvements are required.

We will issue a risk management report to ***you*** following the survey(s) and this will include details of any risk improvements that are required. These risk improvements must be completed within the timescales specified in the report.

If any risk improvement is not carried out within the required timescale, ***you*** must advise ***us*** no later than the expiry of the timescale whereupon ***we*** may agree an alternative in writing.

If:

a) ***you*** do not allow ***us*** to arrange or conduct the survey(s), or

b) any risk improvement is not completed within the timescale specified and no alternative is agreed by ***us***, or

c) following the survey(s) the information is found to be different to that originally provided

we may amend the policy terms or cancel the policy in accordance with the Cancellation (Our Rights) general condition.

19 LAW APPLICABLE

This policy shall be governed by and construed in accordance with the law of England and Wales unless ***your*** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law. All disputes will be subject to the jurisdiction of the Courts of England and Wales unless ***your*** legally registered address is located in Scotland in which case the Courts of Scotland shall apply.

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