

SHARROCKS' EQUIPMENT HIRE PLUS

Designed for
event equipment



Event Equipment Wording

POLICY DOCUMENT

Sharrocks' Equipment Hire Plus Cover

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About Your Policy

This Policy has been produced by Pen Underwriting Limited a Managing General Agent of the Insurers stated in The Schedule. The Insurers have delegated authority to Pen Underwriting Limited to underwrite Insurance and handle Claims for You on their behalf.

This Policy wording explains the insurance provided under this contract. The Policy is a contract between You and the insurer(s) stated in The Schedule. Any reference in this document to 'We', 'Us', 'Our' or the 'Insurer' is a reference to the insurer(s) stated on The Schedule.

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

Each Section may include terms Definitions Conditions and Exclusions unique to the Section which should be read in conjunction with the Policy Definitions, Conditions and Exclusions.

An Endorsement forms an addition to the Section and varies the insurance provided by the Section.

The Schedule or Appendix and any Endorsement should be read together for precise details of Your insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects Your circumstances and that the cover provided suits Your requirements.

You should pay particular attention to any terms conditions limits and exclusions including endorsements which may require You to take action.

Duty of Fair Presentation

This Policy is a contract between You and the Insurer.

Please read the whole document carefully. It is arranged in different Sections. It is important that

- You are clear which Sections You have requested and want to be included;
- You understand what each Section covers and does not cover;
- You understand Your own duties under each Section and under the insurance as a whole.

Please contact Your broker immediately if this Document is not correct or if You would like to ask any questions.

Important Notice:

You are required to make a fair presentation of the risk to Insurers.

If You breach Your duty to provide a fair presentation and any such breach was deliberate or reckless,

Insurers may regard the Policy as void and are not required to return any paid Premium to You.

If the breach was not deliberate or reckless, Insurers' remedy shall depend upon what Insurers would have done if You had complied with the duty of fair presentation:

1. Insurers may regard the Policy as void if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, the Insurers must return the premium paid (and, if applicable, You must return any payments made by Insurers under the terms of the Policy).
2. If the Insurers would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Insurer so requires.
3. If the Insurers would have entered into the Policy but would have charged a higher premium the Insurers may reduce the amount to be paid on a Claim (and, if applicable, the amount already paid on prior claims) by the proportion the premium actually paid bears to the premium that would have been charged. This remedy may apply in addition to the remedy at 2. above.

Terms and Conditions

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if You show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

If You breach any warranty in this Policy, the Insurer's liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to You for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Authorised Signatory
Jonathan Turner



Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number 314493).

Registered Office: The Walbrook Building, 25 Walbrook, London EC4N 8AW. Registered in England and Wales. Company Number: 5172311.

Complaints

At Pen Underwriting, it is always our intention to provide a first class standard of service. However, it is appreciated

that occasionally things go wrong. In a majority of cases the agent who arranged the insurance will be able to resolve any concerns and You should contact them directly in the first instance.

Alternatively You can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting Your Policy and/or Claim number. We will investigate Your concerns and provide a response as soon as possible.

Address:
Pen Underwriting Limited
Complaints 7th Floor Spectrum Building
55 Blythswood Street
Glasgow
G2 7AT

Telephone: 0141 285 3539
Email: pencomplaints@penunderwriting.com

In respect of complaint relating to DAS Commercial Legal Protection

We always aim to give You a high quality service. If You think We have let You down, You can contact Us by:

- phoning **0344 893 9013**
- emailing customerrelations@das.co.uk
- writing to
Customer Relations Department,
DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side,
Temple Back, Bristol, BS1 6NH
- Completing Our online complaint form at www.das.co.uk

Further details of Our internal complaint-handling procedures are available on request.

You can also contact Your Insurer, contact details can be found in The Schedule.

Should You remain dissatisfied having received a Final Response to Your complaint and You fit the definition of an 'eligible complainant', You may then be able to refer Your complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate Your complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:
The Financial Ombudsman Service
Exchange Tower
London
E14 9SRR

Telephone: 0800 0234567 (for landline users)
Telephone: 0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Compensation Scheme

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS

You can visit the website at www.fscs.org.uk

Notification of a circumstance for Claims Made covers

You shall give Us notice as soon as reasonably practicable of any Circumstances of which You first becomes aware during the Period of Insurance.

If such notice is given, provided that We accept it as a proper notification of Circumstances, any Claim covered pursuant to this Policy which is subsequently made and which arises out of the Circumstances, shall be deemed to have been first made against You and reported to Us at the time such notice was received.

Such notice must be given in writing or by an agreed electronic format. For details on how to notify Your Claim, please refer to Your Schedule.

The Law that governs this Policy

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

Data Protection

Pen Underwriting are committed to protecting and respecting Your privacy.

Any personal data You supply to Us will be treated in accordance with the Data Protection Act 1998 (the "Act") and any other legislation intended to protect Your personal information and privacy.

Any personal data provided to Us, including sensitive personal data (such as information relating to health or criminal convictions), will be processed by Us for the purposes of:

- (a) providing insurance, handling claims and any other related purposes.
- (b) offering renewal, research or statistical purposes.
- (c) providing You with information, products or services that You request from Us or which We feel may

interest You, where You have consented to be contacted for such purposes.

Protection Officer, Pen Underwriting, The Walbrook Building, 25 Walbrook, London, EC4N 8AW

- (d) notifying You about changes to Our service.
- (e) safe-guarding against fraud and money laundering.

The personal data that We collect from You may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for Us or for one of Our suppliers. Such staff maybe engaged in, among other things the provision of support services. Where We transfer Your personal data outside of the EEA, We will take all steps reasonably necessary to ensure that it is treated securely.

Pen Underwriting may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These include:

- (a) Our group companies, which means Our subsidiaries, Our ultimate holding company and its subsidiaries, as defined in Section 1159 of the UK Companies Act 2006.
- (b) affinity partners.
- (c) reinsurers.
- (d) other insurance intermediaries.
- (e) insurance reference bureaus.
- (f) credit agencies.
- (g) medical service providers.
- (h) fraud detection agencies.
- (i) loss adjusters.
- (j)) solicitors/barristers.
- (k) accountants.
- (l) regulatory authorities; and
- (m) as may be required by law

You have the right to ask Us not to process Your personal data for marketing purposes. We will usually inform You (before collecting your data) if We intend to use Your data for such purposes or if We intend to disclose Your information to any third party for such purposes. You can exercise Your right to prevent such processing by checking certain boxes on the forms We use to collect Your data. You have the right to access any personal information We hold about You. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet Our costs in providing You with details of the information We hold about You.

For access to your personal data please write to; The Data

For full details of Our privacy policy please visit Our website at www.penunderwriting.co.uk.

How to make a claim

At Pen Underwriting (Delegated) We understand that claims form a critical component of Our offering the moment the Policy becomes tangible and We are relied upon to deliver upon Our commitment to You.

We have assembled an experienced team who embody Our three key principles of:

Partnership – Working together to achieve the optimum outcome to the claim

Expertise – We employ staff and engage service providers who are experts in their field

No-nonsense – We apply a flexible and proactive approach to the claims process

To report a claim under any Section other than Commercial Legal Expenses, please contact:

Claims Telephone Number – 03330 107 190

Claims Email Address –

uk.newclaims@penunderwriting.com To report a claim

under Commercial Legal Expenses Section:

If you issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, please contact:

Claims Telephone Number – 0344 893 0589 where you will be given a reference number

At this point we will not be able to tell You whether the claim is covered but We will pass the information that You have given us to Our claims handling team and explain what to do next.

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

COMMERCIAL COMBINED POLICY – POLICY DEFINITIONS

Policy Definitions

These Definitions apply to Your entire Policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated

Building(s)

means property belonging to or for which You are responsible in the Event of Damage at the Premises that is unless otherwise stated in the Schedule built mainly of brick stone concrete or other non-combustible materials and includes unless more specifically insured

- 1) landlord's fixtures and fittings
- 2) glass
- 3) outside buildings extensions gangways and annexes
- 4) walls gates fences yards driveways car-parks forecourts roads and footpaths
- 5) conveyors trunks lines wires service pipes and other equipment on the premises security lighting security cameras and other security or fire protection devices affixed signs television radio satellite receiving aerials communication aerials masts affixed to the building fixed poles fixed pylons and fitting

Business

means Your business as stated in the Schedule

Company/Our/Us/We

means insurers whose identity is stated in the Endorsement entitled Identity of Insurers attaching to the Schedule

Contractual Liability

means liability attaching to You by virtue of a contract but which would not have attached in the absence of such contract

Conveyance

means any water and/or air and/or road and/or rail conveyances of every description

Damage

means physical loss or destruction of or damage to Property

Data

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Denial of Service Attack

means any actions or instructions constructed or generated with the ability to Damage interfere with or otherwise affect the availability of networks or network services or network connectivity or information systems

The Definition of Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and among networks

Electronic Data

equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not

useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

Employee(s)

means

- 1) anyone under a contract of service or apprenticeship with You
- 2) any
 - a) labour master or labour only subcontractor or person supplied or employed by them
 - b) self-employed person
 - c) person hired to or borrowed by You
 - d) person engaged under a work experience youth training or similar scheme
 - e) voluntary helper
 - f) outworker or homeworker

under Your control and supervision while working for You in connection with Your Business

Endorsement(s)

means the document(s) detailing modifications made to the insurance provided under the Policy or Section

Event

means any one occurrence or series of occurrences directly or indirectly attributable to single source or the same original repeated or continuing cause

Excess

means the amount You or any party entitled to indemnity will contribute in relation to every Event insured at each Premises each and every loss before We assume any responsibility to make a payment for and applies after the application of all other terms and Conditions including any Condition of Average (underinsurance)

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

Goods

means the insured Property being types of goods stated in the Schedule that are new unused and of recent manufacture but does not include goods shipped on or above deck unless the goods are in fully enclosed metal Containers or We state otherwise in the Schedule

Hacking

means unauthorised access to any computer or other

Incident

means an Event of Damage to insured Property used by Your Business carried on at the Premises

equipment linked to a computer hardware software programs
data electronic data processing equipment

Insured/You/Your

means the person or corporate body or organisation detailed in the Schedule

Microchip

means a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

Period of Insurance

means the period stated in the Schedule or any subsequent period for which We agree to accept payment of premium

Pollution or Contamination

means

- 1) pollution or contamination of Buildings or structures or of water or land/or the atmosphere

and

- 2) all loss Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination

Premises

means the location of insured Property occupied by You for the purposes of Your Business and includes the grounds within the boundaries for which You are responsible as stated in each respective Section of the Schedule

Property

means material property

Proposal

means any completed proposal form and/or information provided by You or on Your behalf in connection with this insurance Policy including all declarations and/or statement of fact and/or instructions

Schedule

means the document stating the operative Section(s) You have chosen the Period of Insurance and details Your Business the Limit of Liability or Sum Insured and/or Total Sum Insured and/or Insurance Provided under the Sections(s)

Section(s)

means the parts of this Policy that detail the insurance cover provided for each individual Section of this Policy

Specified Perils

means the numbered specified perils detailed in the Material Damage Section of this Policy

Sum Insured

means the maximum amount We will pay for each item insured under any Section

System

means computers other computing and electronic

Microchip and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Territorial Limits

means Great Britain Northern Ireland the Isle of Man or the Channel Islands but not Offshore Activity

Terrorism

Not applicable to Liability Section

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

Transit

means from the time the Property is loaded into the carrying Conveyance and continues during the course of transit until the time it is unloaded at its destination including the period during loading and unloading on to or from the carrying Conveyance

Turnover

means the Money paid or payable to You for goods sold and delivered and for services rendered in the course of Your Business at the Premises

Unattended

means where there is no one allocated responsibility for keeping the Property and/or Conveyance vehicle and/ or trailer and/or Conveyance under observation with a reasonable prospect of preventing any unauthorised interference

Unoccupied

means any Building or any portion of a Building that is untenanted and/or unfurnished and/or no longer in active use and/or empty for a consecutive period of 30 days or longer

Virus

means programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer Systems via networks extranets internet electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not

Policy Conditions

Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance

- 1) Your interest ceases except by death
- 2) Your Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued
- 3) the risk of Damage accident or Bodily Injury is materially increased unless We state otherwise in writing

Misrepresentation Misdescription or Non-disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including

If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

- 1) if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- 2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay

$X = \frac{\text{premium charged}}{\text{premium that would have been charged if You made a fair presentation of the risk}} \times 100$

- 4) if We would have charged a higher premium and would have entered into the Policy on different terms both paragraphs 2 and 3 above shall apply

Conditions Precedent and Warranties

It is a condition precedent to Our liability that You comply with all terms, conditions and exclusions of this Policy, insofar as they relate to anything to be done or complied with by You.

Where:

- (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;

and

- (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude,

limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred."

If You breach any warranty in this Policy, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with Your connivance We may terminate this Policy with effect from

date of the fraudulent or wilful act and We shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and We shall not be liable to provide an indemnity in respect of any act event claim or incident after such

date and We shall be entitled to retain all premiums paid in respect of the Policy

Cancellation

- 1) Your rights
 - 1.1) You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later (this is known as the 'cooling off' period).

You may exercise this right by writing to Your insurance adviser or Us instructing cancellation and returning all documentation to Your insurance advisor. We will refund the full amount of any premium paid by You.

If a claim has been made or an incident notified to Us that could give rise to a claim during the 'cooling off' period that Policy will be treated as in force and no such refund will be made.

This right does not apply at the first or any

subsequent renewal of this Policy

16) Theft or Attempted Theft or relates to loss of Money and take all practical steps to discover

- 1.2) You may cancel this Policy after the 'cooling off' period by sending written notice of cancellation by registered post to Your insurance advisor. Such cancellation will be effective no more than sixty days after the date of posting. At Our discretion, in the event of non-payment of premium the cancellation shall be effective ten days after the date of posting. Sending notice by registered post shall be sufficient notice and the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance.

If You cancel this policy then You may be entitled to a proportionate refund premium based on the number of days remaining in the Period of Insurance, unless a claim has been made or an incident notified to Us which could give rise to a claim, during the Period of Insurance whereby should the estimated or paid claim cost exceed the premium for the spend period, the cost of the claim will be deducted from the return premium payable. The total amount refunded to You will be calculated by Us in accordance with the process set out above. The calculation made by Us will be final and binding.

2) Our rights

We may cancel this Policy at any time by providing You with 14 days' notice of cancellation by recorded delivery letter to Your last known Business address.

If We cancel the Policy then You will be entitled to a proportionate refund of the premium based on the number of days remaining in the Period of Insurance, unless a claim has been made or an incident notified to Us which could give rise to a claim during the Period of Insurance when no refund of premium will be made.

3) Certificate of Insurance

If this Policy is cancelled You must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover.

Claims (Action to be taken by You)

Not applicable to the Business Interruption Section or Loss of Licence Section or Goods in Transit Section

It is a condition precedent to any liability of Ours to make any payment under this Policy that You will

- 1) give written notice to Us as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event
- 2) notify Us and the police immediately that it becomes evident any Damage has been caused by Specified Perils 6) Malicious Persons and/or

any guilty person and to trace and/or recover the Property insured or Money

- 3) deliver to Us at Your own expense within 30 days after the Event of Damage giving rise to a claim or 7 days in the Event of Damage being caused by Specified Perils 5) Riot Civil Commotion Strikers Locked-out Workers and/or 6) Malicious Persons or such further time as We may allow
 - a) full information in writing of the Property lost destroyed or Damaged and of the amount of Damage
 - b) details of any other insurances on any Property hereby insured
 - c) all such proofs and information relating to the claim as may be reasonably required
 - d) if requested provide a statutory declaration of the truth in respect of the claim submitted and any other relevant details
- 4) provide all additional information We may require within the time stipulated by Us
- 5) forward unanswered to Us immediately they are received every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto
- 6) give immediate notice in writing to Us of any impending prosecution inquest or fatal accident inquiry
- 7) at all times and in addition to the obligations set out above forward such information to and cooperate with Us or Our appointed agents to allow Us to be able to comply with such relevant practice directions and pre- action protocols as may be in force
- 8) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

Claims (Our Rights)

Not applicable to Liability Section

It is a condition precedent to any liability of Ours to make any payment under Policy that in the Event of Damage for which a claim is or may be made to Us and any person authorised by Us

may without hereby incurring any liability or diminishing any of Our rights under this Policy

- 1) enter any site or Premises where Damage has occurred and take and keep possession of the Property insured
- 2) deal with any salvage as it deems fit but no Property may be abandoned to Us if We elect or become bound to reinstate or replace any Property You shall at Your own expense produce

and give to Us all such plans documents books and information as We shall reasonably require

Minimum Premium chargeable for the Section as stated in

We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

Claims (Conduct and Control)

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission offer promise payment or indemnity shall be made or given by or on behalf of You without Our written consent

We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You and You shall give all such information and assistance as We may require

Claims (Contribution)

Not applicable to Liability Section

If at the time of any Damage there is any other insurance effected by or on Your behalf covering any of the Property lost or Damaged Our liability hereunder shall be limited to its rateable proportion of such Damage

Claims (Reinstatement)

If at Our option any Property is to be reinstated or replaced You will at Your own expense provide all such plans documents books and information as may be reasonably required

We will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

Claims (Subrogation)

Any claimant under this Policy shall at the request and expense of Us take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by Us

Premium Adjustment

If the premium for any Section or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by You

At all times You will allow Us to inspect such record and shall supply such particulars as We may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by Us subject to the

the Schedule being retained by Us

At Our request You shall supply an auditors certificate in support of such particulars

If You fail to supply such particulars within the period stated by Us We shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly

Protections

Not applicable to the Liability Section

You shall ensure that

- 1) all protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by Us shall be in full operation securing the Premises whenever the Premises are closed for Your Business or left unattended
- 2) any keys for the Premises and/or intruder alarm installation and/or safes and/or strongrooms and/or any other secured area or device in which Property insured is kept are removed from the Premises whenever the Premises are closed for Your Business or left unattended
- 3) awareness of codes for the operation of the intruder alarm installation is restricted to authorised persons and no details of the same are left on the Premises

The codes shall be changed immediately following the departure from the Your Business of an authorised person

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

Reasonable Precautions

You shall take all reasonable precautions

- 1) to prevent any Event which may give rise to a claim under this Policy
- 2) to maintain Your Premises and machinery and everything used in Your Business in proper repair
- 3) in the selection and supervision of Employees
- 4) to comply with all statutory and other obligations and regulations imposed by any authority
- 5) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely

on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

Except where stated all other Policy and Section terms Conditions and Exclusions will continue to apply

Subjectivity

- 1) We will clearly state in a Subjectivity Endorsement attaching to the Schedule if the indemnity provided by this Policy is subject to You
 - 1.1) providing Us with any additional information requested by the required date(s)
 - 1.2) completing any actions agreed between You and Us by the required date(s)
 - 1.3) allowing Us to complete any actions agreed
- 2) If We require You must allow Us access to Your Premises or contract sites or Business to carry out survey(s) and state any risk requirements or actions which require Your compliance by the required date(s)

Upon completion of risk requirements or actions or where they are not completed by the required dates We may at Our option

- 1) modify the premium
- 2) issue a mid-term Endorsement to the Policy or Section terms Conditions and Exclusions
- 3) require You to make alterations to the Premises or contract sites or Business insured by the required date(s)
- 4) exercise Our right to cancel the Policy
- 5) leave the Policy or Section terms Conditions and Exclusions and the premium unaltered

We will contact You or Your insurance adviser with Our decision and where applicable specify the date(s) by which any risk requirements or action(s) agreed need to be completed by You and/or any decision by Us will take effect

Our requirements and decisions will take effect from the date(s) specified unless and until they agree otherwise in writing. If You disagree with Our requirements and/or decisions We will consider Your comments and where We consider appropriate We will continue to negotiate with You or Your insurance adviser and/or representatives to resolve the matter to Your and Our satisfaction

In the event that the matter cannot be resolved

- 1) You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies
- 2) We may at Our option exercise Our right under 2) Our rights of the Policy Condition Cancellation

If We exercise either option a) or b) or c) above You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies

The above Condition does not affect Our rights at Common Law

Rights of Third Parties

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

Assignment

You shall not assign any of the rights or benefits under this Policy and/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 or purported assignment or other dealing with or relating to this Policy and/or any Section of this Policy

Several Liability

Our liability is several and not joint and is limited solely to the extent of our individual proportions as shown in Identity of Insurers. We are not responsible for the subscription of any co-subscribing Insurers or any other Insurer or co- Insurer who for any reason does not satisfy all or part of its obligations.

Policy Exclusions

War and similar risks

Not applicable to Employers' Liability Subsection of the Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or Event contributing concurrently or in any sequence to the Damage cost expense or liability

2.1) war invasion act(s) of foreign enemies hostilities

or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority

2.2) any action taken in controlling preventing suppressing or in any way relating to 2.1) above

Radioactive and Other Contamination

Not applicable to Terrorism Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - 2.1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 2.2) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - 2.3) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 2.4) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to radioactive

2.5) any chemical biological biochemical or electromagnetic weapon provided that

- i) in respect of the Employers' Liability Subsection of the Liability Section or paragraphs a) and b) above shall only apply when You under a contract have

- 1) undertaken to indemnify another party
- 2) assumed liability which would not have attached in the absence of such contract

- ii) paragraphs c) d) and e) above shall not apply to the Liability Section

Terrorism

isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes

Not applicable to Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss directly or indirectly caused by or contributed to by or arising from

- 1) Terrorism occurring in England Wales and Scotland and the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987
- 2) any act including but not limited to the use of force or violence and/or the threat thereof of any person or groups 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 occurring other than in England Wales and Scotland

Including any Damage 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 1) or 2) above

- 3) any act of Terrorism regardless of any cause or event contributing concurrently or in any other sequence to such act of Terrorism

In any action suit or other proceedings where We allege that any Damage cost or expense is not covered the burden of proof that such Damage cost or expense is covered shall be upon You

In the event that any part of this Exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect

Date Recognition

Not applicable to Employers' Liability Subsection of the Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any
 - 2.1) computer data processing equipment or media Microchip integrated circuit or similar device or
 - 2.2) other equipment or System for processing storing or retrieving data or
 - 2.3) computer software whether Your Property or not to
 - a) recognise correctly any date as its true calendar date
 - b) capture save retain or correctly manipulate interpret or process any data information command/or instruction as a result of treating any date otherwise than as its true calendar date
 - c) capture save retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date.
- a) Material Damage Section in respect of Damage to Property insured directly caused by Specified Perils – 5) and/or 7) and/or 9) – 13) except where such Specified Perils not stated to be otherwise excluded in the Section Schedule and Damage would otherwise be the subject of indemnity thereunder
- b) Public and Products Liability Subsections of the Liability Section against legal liability in respect of accidental
 - i) Bodily Injury to any person
 - ii) wrongful arrest wrongful detention false imprisonment or malicious prosecution

Sanction Limitation and Exclusion

We shall not provide insurance nor be liable to pay any claim and/or provide any benefit hereunder to the extent that the provision of such insurance and/or payment of such claim and/or provision of such benefit would expose Us and/or any member of Our group to any sanction and/or prohibition and/or restriction under United Nations resolutions and/or the trade and/or economic sanctions and/or laws and/or regulations of any country

Northern Ireland

Not applicable to the Liability Section

We shall not provide indemnity under this Policy in respect of destruction or Damage or consequential or inevitable loss for such Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of Specified Perils 5) Riot Civil Commotion Strikers Locked-out Workers

Indemnity shall apply under all Sections except the Employers' Liability Subsection of the Liability Section or in respect of subsequent Damage which itself results from Specified Perils 1) – 7) and/or 9) – 13) and/or 16) other than Theft or Attempted Theft by Employee but only where such Specified Perils are not stated to be otherwise excluded in the Schedule and Damage would otherwise be the subject of indemnity thereunder

Loss of Electronic Data

Not applicable to Employers' Liability Subsection of the Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from any Damage destruction distortion erasure corruption or alteration of Electronic Data arising from any cause whatsoever including but not limited to Virus or any loss of use reduction in functionality cost or expense of whatsoever nature relating thereto or resulting therefrom regardless of any other cause or Event contributing concurrently or in any sequence to the Damage destruction distortion erasure corruption alteration reduction cost or expense provided that this Policy Exclusion shall not apply to the indemnity provided under the

Material Damage Section

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

All Other Contents

means

- 1) deeds documents manuscripts and business books but only for the value of materials as stationery together with the cost of clerical labour expended in writing up and not for the value to You of the information contained therein
- 2) computer systems records but only for the value of the materials and the cost of clerical labour and computer time expended in reproducing such records other than any expenses in connection with the production of information to be recorded therein and not for the value to You of the information contained therein up to a maximum limit of £25,000
- 3) wines spirits cigarettes and tobacco goods held for Business entertainment purposes up to a maximum limit of £750 and if not otherwise Insured
- 4) money up to a maximum limit of £1,000
- 5) patterns models moulds plans and designs
- 6) directors' or partners' or Employees' and visitors' personal effects other than motor vehicles up to a maximum of £1,000 in respect of any one person
- 7) tenants improvements, alterations and decorations whilst in or on the Building(s)
- 8) furs jewellery gold silver or other precious metals or precious stones or curiosities rare books or works of art for an amount not exceeding £750 any one article or £5,000 in total
- 9) All Other Contents in the open yards at the Premises

Basis of Claims Settlement

means either A or B below depending on which is shown in the Schedule

A: Reinstatement – the amount payable in respect of insured Property will be the cost of the reinstatement of the Damage and for this purpose 'reinstatement' means

- 1) the rebuilding or replacement of Property Damage which provided Our liability is not increased may be carried out
 - 1.1) in any manner suitable to Your requirements
 - 1.2) upon another site
- 2) the repair or restoration of Property Damage in either case to a condition equivalent to or substantially the

same as but not better or more extensive than its condition when new provided that

- 2.1) Our liability for the repair or restoration of Property Damage in part only shall not exceed the amount which would have been payable had such Property been wholly lost
- 2.2) each item insured is subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (underinsurance)

If at the time of reinstatement the sum representing 85 per cent of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Basis of Claims Settlement exceeds its Sum Insured at the commencement of any Damage Our liability shall not exceed that proportion of the amount of the Damage which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time

- 2.3) no payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement shall be made
 - i) unless reinstatement commences and proceeds without unreasonable delay
 - ii) until the cost of reinstatement shall have been actually incurred
- 2.4) all the terms Conditions and Exclusions of this Policy or Section shall apply
 - i) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as they are varied hereby
 - ii) where claims are payable as if this Basis of Claims Settlement had not been incorporated including any Condition of Average (underinsurance)
- 2.5) You will at Your own expense provide all such plans documents books and information as may be reasonably required
- 2.6) We shall not be bound to reinstate exactly but only as circumstances permit

or

B: Indemnity – the amount payable in respect of Stock and/ or all other insured Property will be the value at the time of Damage or at Our option the cost of reinstatement or replacement of such Property or any part of it provided that each item subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (underinsurance)

COMMERCIAL COMBINED POLICY – MATERIAL DAMAGE SECTION

If at the time of Damage the Sum Insured for each item is less than 85 per cent of the value of the item insured then Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the value of the Property

Note: If Section Condition Day One Average is shown to apply in the Schedule then both A and B are deleted

Computer Equipment

means

- 1) all computer equipment (including interconnecting wiring fixed discs and telecommunications equipment) used for the storage and communication of electronically processed data but excluding
 - 1.1) computers which are an integral part of any item of process or production machinery
 - 1.2) fixed vehicle satellite navigation systems
- 2) ancillary equipment solely for use with the computer equipment comprising air conditioning equipment generating equipment uninterruptable power supply voltage regulating equipment temperature and humidity recording equipment electronic access, equipment heat smoke and water detection equipment lightning and transient overvoltage protection devices anti- theft devices which have been approved by Us gas flooding equipment and pipe work and computer room partitioning
- 3) programs and/or information stored upon fixed discs
- 4) all current and backup computer records (excluding fixed discs and paper records of any description) incorporating stored programs and/or information thereon owned by or on deferred purchase leased hired rented or for which the You are responsible

Machinery

means Machinery Plant and All Other Contents Your Property or for which You are responsible while on the Premises excluding landlord's fixtures and fittings Stock and materials in trade and Property more specifically insured

Stock

means Stock and materials in trade Your Property or for which You are responsible while in the Buildings or in the open yards at the Premises

Section Cover

Damage occurring during the Period of Insurance caused by a Specified Peril described in this Section and not stated to be otherwise excluded in the Schedule

Limit of Liability

Our liability under this Section shall not exceed the Sum Insured by each item stated in the Schedule in respect of any one Period of Insurance or any limit stated in any Extension and/or Endorsement to this Section

Specified Perils

- 1) **Fire** but excluding Damage caused by
 - 1.1) Specified Perils 3) Explosion resulting from fire
 - 1.2) its own spontaneous fermentation or heating
 - 1.3) its undergoing any heating process or any process involving the application of heat
 - 1.4) Specified Peril 7) Earthquake
 - 1.5) Specified Peril 8) Subterranean Fire
 - 1.6) Specified Peril 2) Lightning
- 2) **Lightning**
- 3) **Explosion** but excluding Damage
 - 3.1) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to You or under Your control
 - 3.2) in respect of and originating in any vessel machinery or apparatus or its contents belonging to You or under Your control which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus shall be the subject of a certificate or other contract providing the required inspection service
- 4) **Aircraft** or other aerial devices or articles dropped therefrom
- 5) **Riot Civil Commotion Strikers Locked-out Workers** or persons taking part in labour disturbances or Malicious Persons acting on behalf of or in connection with any political organisation excluding Damage
 - 5.1) arising from cessation of work or from confiscation or destruction or requisition by order of the Government or any public authority
 - 5.2) by Specified Peril 1) Fire caused by strikers locked- out workers or persons taking part in labour disturbances or Specified Peril 6) Malicious Persons
- 6) **Malicious Persons** not acting on behalf of or in connection with any political organisation excluding Damage
 - 6.1) by Specified Peril 16) Theft or Attempted Theft
 - 6.2) in respect of any Unoccupied Building
- 7) **Earthquake**
- 8) **Subterranean Fire**

9) **Storm** excluding Damage

COMMERCIAL COMBINED POLICY – MATERIAL DAMAGE SECTION

boilers economisers superheaters pressure

- 9.1) by Specified Peril 2) Lightning
- 9.2) by frost or Specified Peril 15) Subsidence Ground Heave or Landslip
- 9.3) to fences gates and moveable Property in the open unless the Building is also Damaged by the same Event
- 9.4) to open sided or fronted Buildings or to the Property contained therein 9.5) by Specified Peril 10) Flood
- 10) **Flood** excluding Damage by 10.1) Specified Peril 9) Storm
 - 10.2) Specified Peril 11) Escape of Water
- 11) **Escape of Water** from any tank apparatus or pipe excluding Damage
 - 11.1) in respect of any Unoccupied Buildings
 - 11.2) by water discharged or leaking from any automatic sprinkler installation
- 12) **Impact** by any Vehicle or Animal
- 13) **Accidental Escape of Water** from any automatic sprinkler installation in the Premises not caused by
 - 13.1) freezing whilst the Buildings belonging to You or for which You are responsible are Unoccupied
 - 13.2) Specified Peril 3) Explosion 7) Earthquake 8) Subterranean Fire or heat caused by Specified Peril 1) Fire
- 14) **Accidental Physical Damage** excluding
 - 14.1) Damage caused by
 - a) Specified Peril 1) – 13) and/or 15) – 17) as detailed in this Section and causes excluded therefrom whether these Specified Perils are insured or not
 - b) inherent vice latent defect gradual deterioration gradually operating cause wear and tear faulty or defective design or materials
 - c) faulty or defective workmanship operational error or omission on Your part or any Employee of Yours
 - d) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - e) change in temperature colour flavour texture or finish
 - f) joint leakage failure of welds cracking fracturing collapse or overheating of

vessels or any range of steam and feed piping in connection therewith

- g) mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not exclude Damage to surrounding Property not forming part of the same machine apparatus or equipment
- h) electrical or magnetic disturbance or erasure of electronic recordings
- i) acts of fraud or dishonesty
- j) unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information
- k) You voluntarily parting with title or possession of any Property or rights to Property
- l) confiscation requisition seizure or destruction by order of the government or any public authority
- m) cessation of work
- n) the solidification of molten material unless such Damage is directly caused by any other Specified Peril not otherwise excluded

- f) jewellery precious stones precious metals bullion furs curiosities rare books or works of art

14.3) Damage resulting from Property undergoing

- a) any process of production

14.2) Damage to

- a) Buildings or structures caused by their own collapse or cracking unless resulting from any other Specified Peril not otherwise excluded
- b) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection
- c) Property in the open or in Transit
- d) vehicles other than forklift trucks and vehicle accessories thereon licensed or intended to be licensed for road use caravans trailers railway locomotives rolling stock watercraft or aircraft
- e) livestock growing crops or trees

- b) any process of packaging treatment testing commissioning cleaning servicing repair or any other similar process but this will not exclude Damage to surrounding Property
 - i) not forming part of the same machine
 - ii) not forming part of the same process of production or the same process of packaging treatment testing commissioning cleaning servicing repair or any other similar process
- ii) money except as provided for within All Other Contents
- iii) livestock growing crops or trees furs jewellery gold silver or other precious metals or precious stones or curiosities works of art or rare books except as provided for within All Other Contents
- iv) to Property in gardens yards open spaces or in open sided or fronted Buildings or in Buildings not on permanent foundations

unless We state otherwise in the Schedule

- 15) **Subsidence Ground Heave or Landslip** excluding Damage
- 15.1) arising from the settlement or movement of made- up ground or by coastal or river erosion
 - 15.2) occurring as a result of the construction demolition alteration or structural repair of any Property at the Premises
 - 15.3) arising from the settling shrinkage or expansion of foundations walls floors ceilings or roof settlement or bedding down of new structures or extensions subsidence groundheave or landslip
 - 15.4) occurring prior to the inception date of the insurance under this Section
 - 15.5) caused by subsidence ground heave of any part of the site on which the Buildings stand or landslip resulting from groundworks or excavation at the Premises
 - 15.6) caused by subsidence ground heave of any part of the site on which the Buildings insured stand or landslip to the yards car parks roads pavements walls gates and fences unless the Buildings insured under this Section are affected at the same time

- 17) **Escape of Fuel Oil** from any fixed heating installation tank apparatus or pipe excluding Damage in respect of any Unoccupied Building

Section Extensions

The terms Conditions and Exclusions of this Policy and/ or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

Additional Metered Supply Charges

This Extension provides insurance for additional metered charges incurred by You or for which You are responsible as a result of Damage at the Premises

Our maximum liability is up to £25,000 in respect of any Event of Damage but excludes all and any claims where following discovery no remedial action is taken within 7 days of the Event of Damage

Annexes

The Buildings or other Property owned by You or for which You are responsible include

- 1) annexes conveniences external hoists gangways and staircases
- 2) extensions communicating with any of the Buildings
- 3) sub-stations insured under the respective Buildings or other Property items to which such Property is attached or belongs

Automatic Reinstatement

In the absence of written notice from Us or You to the contrary the Sum Insured by this Section will not be reduced by the amount of agreed claim settlement and in return You undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof

Capital Additions

This Extension provides insurance for

- 1) alterations additions and/or improvements to the Property but not any appreciation in value
- 2) newly acquired and/or newly occupied Property provided Your interest is not otherwise insured

- 16) **Theft or Attempted Theft** including Damage
- 16.1) involving forcible and violent entry to or exit from Buildings
 - 16.2) following assault or violence or threat of assault or violence to You or any partner director Employee of Yours or members or their families or any other person lawfully on the Premises
 - 16.3) to the Premises for which You are responsible as a result of 16.1) above

but We do exclude Damage

- a) caused by You or any partner director or Employee of Yours or any other person to whom Property has been entrusted excepting collusion
- b) in respect of
 - i) coin and similarly operated gaming and/or amusement machines or their contents

anywhere in the Territorial Limits

provided that

- a) at any one Premises this Extension will not exceed 10 per cent of the Sum Insured under the respective item or £500,000 in the aggregate whichever is the less
- b) You will advise Us
 - i) every 6 months in respect of any such alterations additions and improvements
 - ii) as soon as practicable of any newly acquired and/or newly occupied Property

You will pay the appropriate additional premium required from inception of any additional insurance provided

The additional Sum Insured declared will be added by Endorsement to the respective Schedule Sum Insured whereupon these provisions shall be fully reinstated

Collusion

If Specified Peril 16) Theft or Attempted Theft is operative this Section extends to include Damage resulting from collusion by any Employee of Yours provided such Damage is insured under Specified Peril 16) Theft or Attempted Theft 16.1)

Continuing Interest and Hire Charges

This Extension includes the continuing interest or hiring charges for Property that You are responsible for and are unable to recover under the terms of a lease or similar agreement following Damage to Property at the Premises

Our Limit of Liability under this Extension is £10,000

Contract Price

If a contract for the sale of Goods which are not yet delivered is cancelled following Damage to the Goods by reason of conditions attaching to the contract then We will pay the contract price to You

Where this Extension applies following Damage the value of all Goods will be ascertained on this basis

Contract Works

This Extension provides insurance for Contract Works where You have contracted to arrange insurance for any Buildings and will only apply where no other Contract Works insurance Policy exists to provide an indemnity

Our maximum liability is up to £150,000 in respect of any Event of Damage and We shall not be liable for the first £1,000 of each and every loss

Contractors Interest

Where You are required to effect insurance on the insured Property in the joint names of Yourself and the contractor under the terms of a contract condition then the interest of the contractor in the insured Property is noted as joint Insured provided that You advise Us of details of any single contract valued at £150,000 or more in advance of the commencement of the work and agree to pay any additional premium We may require

Data Processing and Ancillary Equipment

This Extension includes Damage to data processing and ancillary equipment caused by dryness or dampness of atmosphere extremes of temperature corrosion or rust if directly resulting from an Event of Damage to any air conditioning facilities

Debris Removal

This Extension includes costs and expenses necessarily incurred by You with Our consent in

- 1) removing debris from
- 2) dismantling and/or demolishing
- 3) shoring up or propping up

the portion or portions of the Property insured by the items stated in the Schedule following Damage

Our liability under this Extension in respect of any item shall in no case exceed the Sum Insured

This Extension does not include any costs and expenses

- a) incurred in removing debris except from the Premises where Damage occurred and the area immediately adjacent thereto
- b) arising from Pollution or Contamination of Property not insured by this Section

Designation

We agree for the purpose of determining an item heading for any Property insured to accept the designation of such Property stated in Your accounts

Drain Clearance

This Extension provides insurance for costs and expenses necessarily incurred in clearing drains sewers and gutters on Your Premises where You are responsible and liable following Damage

European Union & Public Authorities

This Extension provides insurance for additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with

- 1) European Union legislation
- 2) Building or other regulations under or framed in pursuance of any Act of Parliament or bye laws of any public authority which are hereinafter referred to as "the regulations"

in respect of the destroyed or Damaged Property thereby insured

This Extension does not apply to

- a) the cost incurred in complying with the regulations
 - i) in respect of Damage occurring prior to the granting of this Section Extension
 - ii) in respect of Damage not insured by this Section

- Our maximum liability is up to £10,000 during any one Period of Insurance
- iii) where notice has been served upon You prior to the Damage occurring
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of undamaged Property or undamaged portions of Property of that portion of the Property destroyed or damaged
- b) the additional cost that would have been required to make good the Property destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the regulations not arisen
 - c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with the regulations

provided that

- 1) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage or within such further time as We may allow within the said 12 months and may be carried out upon another site if the regulations so necessitate subject to Our liability under this Extension not being thereby increased
- 2) if Our liability under any item of this Section apart from this Extension shall be reduced by the application of any of the terms Conditions and Exclusions of this Section then Our liability under this Extension in respect of any such item shall be reduced in like proportion
- 3) the total amount recoverable under any item of this Section and Extension shall not exceed

3.1) in respect of European Union legislation

- a) 15 per cent of the Sum Insured
- b) where the Sum Insured by the Item applies to Property at more than one Premises 15 per cent of the total amount for which We would have been liable had the insured Property by the item at the Premises where Damage had occurred been totally destroyed

3.2) in respect of building or other regulations under or framed in pursuance of any Act of Parliament and/or bye-laws of any public authority the Sum Insured

Exhibitions and Demonstrations

This Extension provides insurance for Property stated in the Schedule whilst temporarily removed from the Premises (including Transit to and from) to an exhibition or demonstration site within the Territorial Limits

If Specified Peril 16) Theft or Attempted Theft is operative then the following wording is added to Specified Peril 16) Theft or Attempted Theft but We do exclude Damage

- 1) not involving forcible and violent entry to or exit from exhibition or demonstration buildings unless the exhibition or demonstration buildings are protected by permanently sited security guards

Extinguishment and Alarm Resetting Expenses

This Extension provides insurance for costs necessarily and reasonably incurred by You in refilling fire extinguishing appliances replacing used sprinkler heads resetting fire and/ or intruder alarms as a result of Damage to the Property insured

Fire Extinguishment Expenses

This Extension includes where not otherwise recoverable extinguishment expenses reasonably incurred by You in order to minimise Damage

Our maximum liability is up to £25,000 in respect of any Event of Damage

Glass

This Extension provides insurance for Damage for which You are responsible including all fixed plain sheet and/or plain plate glass in windows doors fanlights skylights partitions furniture displays show cases counters shelves neon and/ or illuminated signs electric light fittings and fixed sanitary ware

Following Damage We will include costs necessarily and reasonably incurred for

- 1) damage to any lettering embossing beading silvering or ornamental work up to a maximum limit of £1,000 for any one Event
- 2) boarding up repair and/or replacement of window frames framework security fittings and/or alarm foil up to a maximum limit of £1,000 for any one Event
- 3) damage to Goods displayed up to a maximum limit of £1,000 for any one Event provided such Damage was not a direct result of Specified Peril 16) Theft or Attempted Theft

This Extension does not include Damage caused by or arising from

- 3.1) repairs alterations or other fitting to the Premises
- 3.2) defects in frames and framework
- 3.3) any Unoccupied Building
- 3.4) faulty or defective workmanship on Your part or any of Your Employees
- 3.5) wear tear gradual deterioration mechanical or electrical breakdown of neon and illuminated signs and electric light fittings

Landscaping and Garden Restoration

This Extension provides insurance for the costs of restoration of gardens and ornamental features caused by the fire

brigade or other emergency services attending the Premises following Damage to the Property insured

Our maximum liability is up to £25,000 in respect of any Event of Damage

Leased and Rented Premises – Difference in Limits and Difference in Conditions

This Extension includes Damage to Buildings within the Territorial Limits which are insured under a more specific insurance but for which You are legally liable as tenant and not as owner in accordance with the requirements of the lease and You are not required to insure the Buildings under contract but only when the cover within this Section is broader in meaning or scope than those of such more specific insurance

Where cover under such more specific insurance by virtue of its terms Condition or Limits of Liability fail to indemnify You in whole or in part then We will provide indemnity to You subject to all of the Section and Policy terms Condition Exclusions provided that

- a) We shall not be liable for more than £500,000 any one claim
- b) the Sum Insured under such more specific insurance represents the full reinstatement cost or where applicable the full indemnity value
- c) any claim for Damage must first be submitted to the insurer of such more specific insurance

This Extension shall not provide an indemnity

- a) in respect of any deductible or Excess applicable under such more specific insurance
- b) where You become aware that the Buildings are not insured by the landlord
- c) for any Damage that is insured under such more specific insurance
- d) from any Damage arising from a contingency which is specified in the lease which is to be insured by the landlord
- e) where such more specific insurance has been cancelled lapsed or avoided as a result of an act or omission on Your part
- f) where such more specific insurance fails due to the breach of any Condition contained therein

We shall not be liable and no amount shall be recoverable under this Extension

- a) in respect of any shortfall in the indemnity provided by such more specific insurance due solely to the operation of any Average (underinsurance) condition
- b) in respect of Damage of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of Terrorism

Loss Minimisation and Prevention Expenditure

This Extension includes costs and expenses necessarily incurred by You with Our consent in

- a) preventing or reducing imminent Damage which would have been insured under this Section
- b) reducing mitigating or otherwise alleviating Damage insured under this Section during and after the occurrence of such Damage provided that
 - i) the impending Damage was not reasonably foreseeable earlier and would not be the natural outcome if such costs and expenses were not incurred
 - ii) the impending Damage did not arise from any defect in the Property insured
 - iii) the Damage is not more specifically insured under this or any other policy bond indemnity security or other legally binding contract

Our liability under this Extension shall not exceed £25,000 in respect of any one claim

Moulds Tools and Dies

This Extension provides cover for moulds tools and dies belonging to You or for which You are responsible whilst at any other premises not occupied by You within the Territorial Limits including whilst in transit thereto and therefrom by road rail or inland waterway

Our maximum liability shall not exceed £10,000 any one claim

Non-Invalidation

The insurance provided by this Section will not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to You or beyond Your control provided that You give notice to Us immediately when You become aware of any act or omission or alteration and agree to pay any required additional premium

Other Interests

The interest of parties having a financial interest in supplying Property to You under a hiring leasing mortgage and/or similar agreement is noted by this Extension the nature and extent of any such interest to be disclosed in the Event of Damage

Professional Fees

This Extension provides insurance in respect of each Building and Machinery item for architect's surveyors legal and/or consulting engineer's fees incurred with Our consent in the reinstatement and/or repair of Property insured subsequent to insured Damage but We do not include any fees for preparation or presentation of any claim

Our maximum liability is up to the Sum Insured of any one Building or Machinery item during any one Period of Insurance

Replacement Locks

If Specified Peril 14) Accidental Physical Damage is operative this Section extends to include any of the keys of the

Premises being stolen from You or any partner Director or Employee of Yours and if not recovered within 7 days We will pay for the replacement of the locks at the Premises to a standard equal to but not better than their original standard provided that We are notified of the Event within 7 days of it occurring

Our maximum liability is up to £5,000 during any one Period of Insurance

Seventy Two Hour Clause

In the Event of

- 1) Specified Perils 7) Earthquake or a series of earthquakes

or

 - 2) Specified Perils 9) Storm or a series of storms

or

 - 3) Specified Perils 10) Flood or a series of floods
- occurring within a 72-hour consecutive period they will be regarded as one Event provided that
- a) no one individual Earthquake Storm or Flood which occurs outside a 72-hour consecutive period will be accepted in that one Event
 - b) You select the time when the 72-hour consecutive period commences
 - c) the 72-hour consecutive period will not operate beyond either expiry of the Period of Insurance or the Policy Condition Cancellation agreed date

Stock Seasonal Increase

The Sum Insured in respect of any Stock items listed within the Schedule shall be increased by 25 per cent during

- a) the months of November and December and the first 14 days of January annually
- b) a period of 14 days preceding and succeeding any bank holiday other than a bank holiday occurring during November and December

Sprinkler Upgrade Costs

This Extension includes additional costs of reinstatement incurred with Our consent to upgrade a sprinkler installation to comply with the current edition of the Sprinkler Rules of the Loss Prevention Council provided that the additional costs incurred are solely as a direct result of insured Damage

Our maximum liability is up to the Sum Insured of any one Building during any one Period of Insurance

Subrogation Waiver

We agree to waive any rights remedies and/or relief to which We may become entitled against any subsidiary or parent company of Yours or any fellow subsidiary where You are also a subsidiary as defined by current legislation

Temporary Removal – Documents

The insurance of deeds and other documents inclusive of

any stamps thereon manuscripts plans and/or writings of every description and both written and/or printed books extends to cover such Property for an amount not exceeding 10 per cent of the value thereof whilst temporarily removed to any premises not in Your occupation and in Transit within the Territorial Limits

This Extension does not include

- 1) computer systems records
- 2) Property that is otherwise insured

Temporary Removal – General

The Property stated in the Schedule except Stock is covered whilst temporarily removed from the Premises for cleaning renovation or repair elsewhere and in Transit within the Territorial Limits

Our liability under this Extension shall not exceed 10 per cent of the Sum Insured in respect of the item stated in the Schedule

This Extension does not apply to

- 1) motor vehicles and motor chassis licensed for normal road use
- 2) Property not belonging to You other than Machinery

Theft Damage to Buildings

If Specified Peril 16) Theft or Attempted Theft is operative We will indemnify You for Damage to the Premises for which You are responsible which does not involve forcible and violent entry to or exit from Building

Our maximum liability is up to £25,000 in the aggregate during any one Period of Insurance

Trace and Access

This Extension provides insurance for costs necessarily and reasonably incurred with Our consent in locating the source of any escape of water from any fixed domestic water services heating installation and/or escape of fuel oil including subsequent repair to walls floors or ceilings provided that

- 1) this Section Extension shall not apply to the cost of repairs to any fixed domestic water services or heating installation
- 2) Our maximum liability is up to £15,000 in respect of any Event of Damage

Transfer of Interest

If at the time of Damage You have contracted to sell Your interest in any insured Buildings and the purchase was incomplete but subsequently completes the purchaser on completion of the purchase and where no other insurance Policy exists to provide an indemnity to the purchaser against the Event of Damage You will be entitled to the benefit of this Section so far as the insurance relates to such Damage without prejudice to Your or Our rights and liabilities under this Section up to the date of completion

Workmen

Workmen are allowed in or about any of the Premises

for the purpose of carrying out minor alterations repairs decorations and/or any maintenance without prejudice to this insurance

the amount which would have been payable had such Property been wholly destroyed

Section Conditions

Day One Average

If Day One Average is shown to apply in the Schedule then subject to the Special Conditions below the basis

upon which the amount payable in respect of the Declared Value for Property insured is to be calculated shall be the reinstatement of the Property damaged and for this purpose 'reinstatement' means

- 1) the rebuilding or replacement of Property damaged which provided Our liability is not increased may be carried out
 - a) in any manner suitable to Your requirements
 - b) upon another site
- 2) the repair or restoration of Property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

You have stated in writing the Declared Value for each item stated in the Schedule to which this Condition applies and the premium has been calculated accordingly.

Declared Value means Your assessment of the cost of reinstatement of the insured Property arrived at in accordance with paragraph 1) shown above at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with and insofar as the insurance by the item provides due allowance for

- 1) the additional cost of reinstatement to comply with public authority requirements
- 2) professional fees
- 3) debris removal costs Special Conditions
 - 1) at the inception of each Period of Insurance You will notify Us of the Declared Value of the insured Property for each of the said items. In the absence of declaration from You We will assume the last amount declared by You should be taken as the Declared Value for the ensuing Period of Insurance
 - 2) if at the time of Damage the Declared Value of the Property stated by each item be less than the cost of reinstatement as defined in paragraph 2) shown above at the inception of the Period of Insurance then Our liability for any Damage will not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement
 - 3) Our liability for the repair or restoration of Property damaged in part only will not exceed

- 4) no payment beyond the amount which would have been payable in the absence of this Condition will be made

4.1) unless reinstatement commences and proceeds without unreasonable delay

4.2) until the cost of reinstatement shall have been actually incurred

4.3) if the insured Property at the time of its destruction or Damage is insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement

- 5) all the terms Conditions and Exclusions of this Policy and/or Section apply in respect of any claim payable under the provisions of this Condition except insofar as they are varied hereby

- 6) where by reason of

any of the above Special Conditions no payment is to be made beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein or

6.1) You elect not to rebuild the insured Property in a condition equal to but not better or more extensive than its condition when new then the provisions of this Condition are cancelled and Our rights and liabilities and Yours in respect of the Damage will be subject to the terms Conditions and Exclusions of this Policy and/or Section including the following Condition of Average

The insurance for each Item of this Section is declared to be subject to Average ie, if the insured Property shall at the breaking out of any Damage insured hereby be collectively of greater value than 108 per cent of the Declared Value stated in the Schedule then You will be considered to be Your own insurer for the difference and will bear a rateable share of the claim loss amount accordingly

Fire Alarms

You hereby undertake to

- 1) carry out and record the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed
- 2) carry out and record the maintenance procedures specified by the manufacturers of the equipment
- 3) notify Us immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more
- 4) record details of all events such as alarm faults tests maintenance and disconnections a keep such details available for examination by Our representatives

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely

unless You have with a written undertaking from the public fire brigade that they will carry out this test

on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligations above

Fire Break Doors and Shutters

All fire break doors and shutters will be kept closed except during working hours and will be maintained in efficient working order

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligation above

Fire Extinguishment Appliances

You shall inspect the appliances regularly and remedy promptly any defect disclosed by any such inspection or otherwise

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligation above

Fire Extinguishment – Automatic Sprinkler Installations

In consideration of the discount and/or reduced rate granted for the automatic sprinkler installation(s) You will

- 1) conduct a test every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit unless
 - 1.1) this function is continuously monitored
 - 1.2) a ring circuit or one break of wire(s) will not prevent an alarm signal being transmitted
- 2) conduct a test at least once a week for the purpose of ascertaining the condition of
 - 2.1) the connection with the public fire station central fire alarm depot or public fire brigade control

- 2.2) the relevant batteries provided that where the circuit is not continuously monitored test must be made and recorded every working day
- 2.3) have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installation(s) and obtain from them following each inspection certification that they are in satisfactory working order
- 2.4) conduct a test every week for the purpose of ascertaining that the alarm bell is in working order and that the stop valves controlling the individual water supplies and the installation(s) are fully open
- 2.5) conduct tests each week for the purpose of ascertaining that the pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and record the completion of these tests
- 2.6) conduct quarterly or half-yearly tests if required by Us to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test
- 2.7) remedy promptly any defect disclosed by such tests or otherwise

- 2.8) notify Us before any installation is rendered inoperative or immediately in the event of emergency

We shall have access to the Premises at all reasonable times for the purpose of inspecting the sprinkler installation(s)

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligations above

Intruder Alarm Installation

Where the Premises are protected by an Intruder Alarm Installation

- 1) such installation is not altered or amended in any way unless such amendment or alteration has been agreed in writing by Us
- 2) such installation is maintained under contract with the installers or as otherwise approved by Us
- 3) You shall immediately notify Us upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced delayed or withdrawn

- | | |
|---|--|
| <p>4) the Premises will not be left Unattended without Our agreement</p> <p>4.1) unless the Intruder Alarm Installation is set in its entirety with the means of communication used to transmit signals in full operation</p> <p>4.2) where the level of response is reduced to no police attendance or keyholder response only</p> <p>5) You shall appoint at least 2 keyholders and lodge written details (which must be kept up to date) with the</p> <p>5.1) alarm company</p> <p>5.2) alarm receiving centre and</p> <p>5.3) police and/or the local authority if they so require</p> <p>6) in the event of notification of any activation of the Intruder Alarm Installation or interruption of the means of communication during any period that the Intruder Alarm Installation is set a keyholder shall attend the Premises as soon as possible in order to confirm the security of the Buildings and reset the Intruder Alarm Installation in its entirety.</p> | <p>5) Damage to motor vehicles or their contents more specifically insured</p> <p>6) Damage caused by the accidental or deliberate introduction of a Virus or other instruction information or code into any electronic equipment</p> <p>7) Damage</p> <p>7.1) which originated prior to the inception date of this Section</p> <p>7.2) in respect of electrical appliances or installations caused by self-ignition short circuiting overrunning or excessive pressure</p> <p>8) Damage attributable solely to change in the water table level</p> <p>9) the Excess amount stated in the Schedule</p> |
|---|--|

If the Intruder Alarm Installation cannot be reset in its entirety or all means of communication used to transmit signals are not in full operation a keyholder must remain at the Premises unless We agree otherwise

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst

You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligations above

Section Exclusions

We will not indemnify You for

- 1) delay loss of market loss of use or subsequent or inevitable loss and/or Damage of any kind unless specifically insured as an item under this Section
- 2) Damage to any Property more specifically insured by You or on Your behalf
- 3) Damage caused by Pollution or Contamination unless the Pollution or Contamination is itself caused by a Specified Peril that is not otherwise excluded
- 4) Damage to working dynamos motors wires main or electrical apparatus through short circuiting overrunning or excessive pressure

means the processes of prospecting for or extraction separation storage treatment or distribution of oil or gas

Terrorism

means any act including but not limited to the use of force or violence and/or the threat thereof of any person

Liability Section

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

Asbestos

means asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos asbestos fibres or particles or any derivatives of asbestos

Bodily Injury

means physical or mental injury including death illness disease mental anguish or shock but not defamation

Excess

means the first amount payable to You or any other person entitled to indemnity of each and every claim before We shall be liable to make any payment

If any payment made by Us includes the amount for which You or any party entitled to indemnity is responsible such amount shall be repaid to Us immediately.

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

Offshore Activity

means any work on or visit to an Offshore Installation from the time of embarkation onto a conveyance at the point of final departure to such Offshore Installation until the time of disembarkation from a conveyance onto land on return from such Offshore Installation

Offshore Installation

means any offshore installation rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk landing ramp bridge walkway accommodation or other connected structure which has been is or will be engaged in Production

Principal

means any person employer firm company ministry or authority for whom You carry out a contract for the performance of work

Product Supplied

means any product or thing (including containers packaging or labelling) sold supplied erected repaired altered treated installed processed manufactured tested serviced hired out stored transported or delivered by You in the course of Your Business in or from the Territorial Limits

Offshore Production

Work Overseas

The indemnity provided shall extend to apply in respect of liability for Bodily Injury caused to any Employee whilst

purposes and/or to put the public or any section of the public in fear

Employers' Liability Subsection**Subsection Cover**

We will indemnify You against legal liability for damages in respect of Bodily Injury caused to an Employee during the Period of Insurance within the Territorial Limits arising out of and in the course of employment with You in connection with Your Business

Limit of Liability

Our Limit of Liability for damages costs and expenses payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule

Provided that the amount of the above stated Limit of Liability shall not exceed £5,000,000 for Bodily Injury caused by Asbestos or Terrorism

Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

Unsatisfied Court Judgments

Where a judgment for damages has been obtained by any Employee or the legal personal representatives of any

Employee in respect of Bodily Injury caused to the Employee arising out of and in the course of employment with You in connection with Your Business and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then at Your request We will pay to the Employee or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- 1) the judgment for damages has been obtained against any company or individual operating from or resident in Premises within the Territorial Limits in any court situated in the Territorial Limits
- 2) there is no appeal outstanding
- 3) if any payment is made by Us the Employee or their legal personal representatives shall assign the judgment to Us
- 4) this Subsection is operative at the time that such Bodily Injury is caused and indemnity will only apply in respect of those damages that relate to Bodily Injury caused during the Period of Insurance
- 5) Our liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the Schedule

COMMERCIAL COMBINED POLICY – LIABILITY SECTION

undertaking work on a temporary basis within any country outside of the Territorial Limits which is a member of the European Union provided that

- 1) any such Employee is ordinarily resident within the Territorial Limits
- 2) We shall not provide indemnity in respect of any amount payable under Workers' Compensation Social Security or Health Insurance legislation

Subsection Exclusions

We shall not provide indemnity against liability

- 1) in respect of which compulsory insurance or security is required to be arranged by You under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
- 2) caused by or arising from any Offshore Activity

Public Liability Subsection

Subsection Cover

We will indemnify You against legal liability for damages in respect of accidental

- 1) Bodily Injury to any person
- 2) Damage to Property
- 3) obstruction trespass nuisance or interference with any right of way air light or water or other easement
- 4) wrongful arrest wrongful detention false imprisonment or malicious prosecution

Occurring during the Period of Insurance within the Territorial Limits in connection with Your Business

Limit of Liability

- 1) Our Limit of Liability for damages payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that
 - 1.1) the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism
- 2) unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable

Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

Buildings Temporarily Occupied

Subsection Exclusion 5.2) shall not apply to liability for Damage to buildings including contents therein which are

not owned leased or rented by You but are temporarily occupied by You for the purpose of maintenance alteration extension installation or repair

Data Protection Act

We will within the terms of this Subsection indemnify You against liability for damages in respect of damage arising out of any claim under Section 13 of the Data Protection Act 1998 not otherwise insured hereunder and first made against You during the Period of Insurance provided that

- 1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one Period of Insurance shall not exceed the amount stated as Limit of Indemnity in the Schedule to this Subsection
- 2) You have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn
- 3) We shall not provide indemnity
 - 3.1) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
 - 3.2) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - 3.3) for the costs of replacing reinstating rectifying or erasing any personal data
 - 3.4) against liability caused by or arising from any incident or circumstances known to You at inception of this Extension which may give rise to a claim
 - 3.5) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
 - 3.6) against Contractual Liability
 - 3.7) against liability in respect of Bodily Injury to any person or Damage to Property

Defective Premises Act

The indemnity provided by this Subsection shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any Premises previously owned or occupied by You for purposes pertaining to Your Business and which have since been disposed of by You provided that We shall not provide indemnity against liability

- 1) for which indemnity is provided by any other insurance
- 2) for the costs of remedying any defect or alleged defect in such Premises

Leased or Rented Premises

Subsection Exclusion 5.2) shall not apply to liability for Damage to Premises including their fixtures and fittings leased or rented to You provided that We shall not provide indemnity against

- 1) Contractual Liability
- 2) the first £500 of each and every Event of Damage to Premises caused other than by fire or explosion

Motor Contingent Liability

Notwithstanding Subsection Exclusions 2.3) We will indemnify You and no other person for the purpose of this Extension against legal liability for damages in respect of Bodily Injury or Damage to Property caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by You being used in the course of Your Business provided that We shall not provide indemnity against liability

- 1) in respect of Damage to any such vehicle or trailer or Property conveyed therein or thereon
- 2) for which indemnity is provided by any other insurance
- 3) caused or arising whilst such vehicle or trailer is
 - 3.1) engaged in racing pace-making reliability trials or speed testing
 - 3.2) being driven by You
 - 3.3) being driven with Your general consent or Your representative by any person who to Your knowledge or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - 3.4) used elsewhere other than within the Territorial Limits

Motor Vehicles

Subsection Exclusions 2.3) shall not apply to liability caused by or arising from

- 1) the use of plant as a tool of trade at Your Premises or on any site at which You are working
- 2) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
- 3) Damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load provided that We shall not provide indemnity against liability
 - a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
 - b) for which indemnity is provided by any other insurance

Overseas Personal Liability

We will indemnify You or at Your request

- 1) any director partner or Employee of Your Business
- 2) any spouse or child of Yours or any persons stated who are accompanying such persons

against liability incurred by such persons in a personal capacity in a country outside of the Territorial Limits whilst on a temporary visit to such country in connection with Your Business provided that

- 1) any person entitled to indemnity under this Extension shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply
- 2) nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified
- 3) We shall not provide indemnity against 3.1) Contractual Liability
 - 3.2) liability for which indemnity is provided by any other insurance
 - 3.3) liability in respect of Damage to Property belonging to or in the custody of or under the control of any person entitled to indemnity under this Extension
 - 3.4) liability in respect of Bodily Injury to any person entitled to indemnity under this Extension

- 4) liability caused by or arising from
 - 4.1) the ownership or occupation of land or buildings
 - 4.2) the carrying on of any business profession trade or employment
 - 4.3) the ownership possession or use of animals other than horses or domestic dogs or cats

Pollution or Contamination Clean Up Costs

These definitions apply to this Extension wherever these words or phrases appear with an upper case letter

Environmental Legislation

means any legislation for the protection of the environment or control of Pollution or Contamination

Pollution or Contamination

means all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures)

Remediation

means works or operations to treat remove or dispose of Pollution or Contamination but excludes works or operations to

- 1) reinstate reintroduce or restore flora or fauna
- 2) restore natural habitats or species protected under Environmental Legislation

We will also indemnify You in respect of Pollution or Contamination occurring within the Territorial Limits caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance and We will also indemnify You against

- 1) the costs of any Remediation legally required or ordered by any statutory authority or regulator acting in accordance with the terms of any Environmental Legislation to be conducted by You and
- 2) liability for the costs of any Remediation conducted by any statutory authority or regulator and legally sought from You by that statutory authority or regulator in accordance with the terms of any Environmental Legislation provided that
 - 2.1) all Pollution or Contamination which arises out of one Event shall be deemed to have occurred at the time such Event takes place
 - 2.2) under this Extension We shall indemnify You only to the extent that the Remediation to which the indemnified costs relate is the minimum necessarily conducted under the provisions of Environmental Legislation
 - 2.3) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation arising out of Pollution or Contamination
 - a) occurring outside the Territorial Limits
 - b) consisting of any radioactive substances or Asbestos
 - c) caused by any Product Supplied
 - d) caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road) marine vessel or aircraft
 - e) arising out of genetically modified organisms
 - 2.4) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation carried out on or in order to protect any Property belonging to or in Your custody or under the control other than premises leased rented hired and not belonging to You but temporarily occupied by You for the purpose of maintenance alteration extension installation or repair
 - 2.5) Our liability under this Extension for costs payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not in the aggregate exceed £100,000 and the total amount payable
 - a) under this Extension and

- b) otherwise under this Subsection for all damages in respect of Pollution or Contamination as defined in Policy Definitions which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate during any one Period of Insurance the amount stated as the Limit of Indemnity for this Subsection in the Schedule

- 2.6) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation to the extent they relate to
 - a) any measures to prevent the spread of any Pollution or Contamination or the removal of an immediate threat of Pollution or Contamination
 - b) the removal or disposal of any waste deposited by You or on Your behalf
 - c) any amounts payable by way of compensation to third parties affected by such Pollution or Contamination
 - d) any amounts payable by way of fines or penalties
 - e) any costs and expenses incurred by You or prosecution costs and expenses awarded against You in connection with any criminal proceedings arising out of the Pollution or Contamination
 - f) any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to Event that caused the Pollution or Contamination

Work Overseas

The indemnity provided shall extend to apply in respect of liability caused by or arising from

- 1) work being undertaken on a temporary basis by any person within any country outside of the Territorial Limits which is a member of the European Union

Subsection Exclusions

We shall not provide indemnity against liability

- 1) in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Business
- 2) caused by or arising from the ownership or possession or use by You or on Your behalf of any
 - 2.1) aircraft or aerospace device or hovercraft
 - 2.2) watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length

- 2.3) mechanically propelled vehicle
 - a) for which compulsory insurance or security is required under any legislation governing the use of the vehicle
 - b) where indemnity is provided by any other insurance.
- 3) caused by or arising from any Product Supplied after it has ceased to be in Your custody or under Your or any Employees control other than food or drink for consumption on Your Premises
- 4) Contractual Liability unless the sole conduct and control of claims is vested in Us but We will not in any Event provide indemnity in respect of liquidated damages or liability under any penalty clause or Damage to Property which comprises contract works executed
- 5) in respect of Damage to Property
 - 5.1) belonging to You
 - 5.2) in Your or any Employees custody or under their control other than personal effects including vehicles and their contents of any visitor director partner and/or Employee of Yours
 - 5.3) being that part of any Property on which You or any Employee or agent of Yours is or has been working where Damage arises out of such work
- 6) for the Excess amount stated in the Schedule to this Subsection other than in respect of Damage to Premises including their fixtures and fittings leased rented or hired to You

Products Liability Subsection Cover

We will indemnify You against legal liability for damages in respect of accidental

- 1) Bodily Injury to any person
- 2) Damage to Property

occurring during the Period of Insurance anywhere in the world and caused by or arising from any Product Supplied

Limit of Liability

- 1) Our Limit of Liability for damages payable in respect of any Event and in the aggregate in respect of all Events during any one Period of Insurance shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that
 - 1.1) the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism

operates under such laws the Limit of Liability applicable shall be the maximum amount payable including any costs and expenses for which an indemnity is provided

- 2) Except as stated in paragraph 1.2) above and unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable

Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

Consumer Protection & Food Safety Acts

We will provide indemnity to You and at Your request any director partner or Employee in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 or of Part II of the Food Safety (Northern Ireland) Order 1991 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- 2) We shall not provide indemnity in respect of 2.1) fines or penalties of any kind
 - 2.2) any circumstances for which indemnity is provided by any other insurance
 - 2.3) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - 2.4) proceedings which arise out of any activity or risk excluded from this Policy
- 3) the director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

Subsection Exclusions

We shall not provide indemnity against liability

- 1) in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Business
- 2) in respect of Damage to or the costs or expenses of recalling repairing replacing altering removing or making any refund in respect of any Product Supplied

COMMERCIAL COMBINED POLICY – LIABILITY SECTION

caused by or arising from

mechanically propelled vehicles

- 2.1) any defect in or the harmful nature of or the unsuitability for its intended purpose of such Product Supplied
- 2.2) an error or fault in connection with the sale supply or presentation of such Product Supplied
- 3) caused by or arising from any Product Supplied whilst in Your custody or under Your or any Employees control
- 4) caused by or arising from any Product Supplied which to Your knowledge for
 - 4.1) use in or on any aircraft or aerospace device
 - 4.2) aviation or aerospace purposes
 - 4.3) use in the safety or navigation of marine craft of any sort
- 5) caused by or arising from any Product Supplied which to Your knowledge is for use in or supply to the United States of America or Canada
- 6) arising from a Contractual Liability other than liability arising out of a condition or warranty of goods implied by law
- 7) for the Excess amount stated in the Schedule to this Subsection

Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Section Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

Additional Activities

We will provide indemnity in respect of liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to Your Business

- 1) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of Your Employees and fire or security or first aid and ambulance services
- 2) the ownership repair maintenance and decoration of Your Premises
- 3) private work carried out by any Employee with Your consent for any director partner or senior official of Yours
- 4) participation in exhibitions trade fairs conferences and the like
- 5) sponsorship of events or organisations or entities or individuals
- 6) repair maintenance or servicing of Your own

- 7) provision of gifts and promotional material

Claimants' Costs and Expenses

We will provide indemnity against legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which the indemnity applies

Costs of Court Attendance

If any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will reimburse You at the following rates per day for each day on which attendance is required

- 1) any director or partner of the Insured £500
- 2) any Employee £250

Cross Liabilities

If the Insured comprises of more than one party We will under the Public Liability and Product Liability Subsections provide indemnity to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified

Defence Costs and Expenses

We will provide indemnity in respect of all

- 1) costs incurred with Our written consent of legal representation at any
 - 1.1) coroner's inquest or other inquiry in respect of any death
 - 1.2) proceedings in any court in respect of any act or omission causing or relating to any Event
- 2) other costs and expenses incurred with Our written consent in relation to any matter

Health and Safety at Work Act

We will provide indemnity to You and at Your request any director partner or Employee of Yours in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of the Health & Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business

- 2) We shall not provide indemnity in respect of

- 2.1) fines or penalties of any kind
- 2.2) any circumstances for which indemnity is provided by any other insurance
- 2.3) proceedings consequent upon a deliberate act by or omission of any person entitled to

indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such an act or omission

a) any persons specified above shall as though they were

- 2.4) proceedings which arise out of any activity or risk excluded from this Policy
- 2.5) proceedings which relate to the health safety or welfare of any Employee unless the Employers Liability Subsection is operative at the time when the offence was committed
- 2.6) proceedings which relate other than to the health safety or welfare of any Employee and other than to Products Supplied unless the Public Liability Subsection is operative at the time when the offence was committed
- 2.7) proceedings which relate to Products Supplied unless Products Liability Subsection is operative at the time when the offence was committed
- 3) the director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

Indemnity to Other Persons

We will also provide indemnity as if a separate Policy had been issued

- 1) to the legal personal representatives of Yours or any other person entitled to indemnity under this Policy but only in respect of liability incurred by You or such other person
- 2) to any Principal but only to the extent required by the contract for work and not any Principal who is located within the United States of America or Canada
- 3) to any owner of plant hired to You but only to the extent required by the conditions of the contract of hire not any such owner who is located within the United States of America or Canada
- 4) at Your request to
 - 4.1) any officer or member of Your catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of Your Employees and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided
 - 4.2) any director or partner or Employee of Yours while acting in connection with Your Business in respect of liability for which You would be entitled to indemnity under this Policy if the claim for which indemnity is being sought had been made against You

provided that

You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

- b) nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified

Manslaughter and Corporate Manslaughter Defence Costs

We will provide indemnity to You and at Your request any director partner or Employee of Yours in respect of legal costs and expenses incurred with Our written consent

in the defence of any criminal proceedings brought in connection with an allegation (whether under common law or statute) of manslaughter corporate manslaughter or

corporate homicide including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- 2) Our liability under this Extension for all costs and expenses shall not exceed £5,000,000 or the amount stated as the Limit of Liability for the Public Liability Subsection in the Schedule whichever is the lower in the aggregate during any one Period of Insurance
- 3) all amounts payable under this Extension will form part of and are not payable in addition to the Limit of Liability
- 4) We agree details of the specific solicitor or counsel who are to act on behalf of each party to be defended prior to their appointment
- 5) We shall not provide indemnity in respect of
 - 5.1) fines or penalties of any kind or the cost of implementing any remedial order or publicity order
 - 5.2) costs and expenses in connection with an appeal unless the solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against You or any other person entitled to indemnity at all times throughout the appeal process it being understood and agreed that any change to such prospect of success during the appeals process may result in indemnity being removed
 - 5.3) costs and expenses for which indemnity is provided by another source or any other insurance or where but for the existence

of this Extension would have been provided by such source or insurance proceedings

- a) brought within any country outside of the Territorial Limits
- b) consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the

result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission

- c) which arise out of any activity or risk excluded by this Policy
 - d) which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of Your Business
 - e) which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of Your Business and other than to Products Supplied unless the Public Liability Subsection is operative at the time when the offence was committed
 - f) which relate to Products Supplied unless the Products Liability Subsection is operative at the time when the offence was committed
- 6) the director or partner or Employee shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

Section Conditions

Avoidance of Certain Terms and Rights of Recovery
 The indemnity provided under the Employers' Liability Subsection is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to Employees within the Territorial Limits or Offshore Installations within the continental shelf around those countries may require 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

Claims (Contribution)

If at the time of any Event to which this Section applies there is or but for the existence of this Section there would be any other insurance covering the same Damage or liability We shall not be liable under this Section except in respect of any Excess beyond the amount which would be payable under such other insurance had this Section not been effected

Claims (Discharge of Liability)

We may at any time at Our sole discretion

- 1) under Employers Liability Subsection pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims
- 2) under Public Liability or Products Liability Subsections pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which We may be responsible incurred prior to such payment

provided that in the event of a claim or series of claims resulting in Your liability to pay a sum in excess of the Limit of Liability applicable Our liability under Public Liability or Products Liability Subsections for costs and expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by or on behalf of You in settlement of the claim or claims

Section Exclusions

We shall not provide indemnity

- 1) under the Public Liability or Products Liability Subsections against liability in respect of Pollution or Contamination occurring
 - 1.1) within the United States of America or Canada
 - 1.2) elsewhere than within the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance

provided that

in respect of any liability for which indemnity is not excluded under Exclusion 1. 2) above

- a) all Pollution or Contamination which arises out of one Incident shall be deemed to have occurred at the time such Incident takes place
 - b) the liability for all damages under the Public Liability or Products Liability Subsections payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity for the Public Liability or Products Liability Subsections
- 2) under the Public Liability or Products Liability Subsections against liability caused by or arising from advice design or specification You provided for a fee
 - 3) under the Public Liability or Products Liability Subsections against liability
 - 3.1) in respect of mental injury mental anguish or shock or fear of suffering death Bodily Injury illness or Disease arising out of the actual alleged or suspected presence or release of Asbestos or exposure to or inhalation of Asbestos
 - 3.2) for the costs of management including those of any persons under any statutory duty to manage removal mitigation remediation repair alteration recall rectification replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos
 - 4) against liability for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damage

Specified All Risks Section

Section Cover

Damage occurring during the Period of Insurance to Property stated in the Schedule

Limit of Liability

Our liability under this Section shall not exceed the Sum Insured shown for each Item in the Schedule in respect of any one Period of Insurance

Section Exclusions

We shall not indemnify You for

- 1) subsequent or inevitable loss of any kind
- 2) Damage caused by
 - a) inherent vice or latent defect or gradual deterioration or wear and tear or frost or change in water table level or its own faulty or defective design or materials and gradual operating cause
 - b) faulty or defective workmanship or operational error or omission on Your or any Employees part but this will not exclude subsequent Damage which itself results from a cause not being otherwise excluded
- 3) Damage caused by
 - a) corrosion or rust or wet or dry rot or shrinkage or evaporation or loss of weight or dampness or dryness or marring or scratching or vermin or insects
 - b) change in temperature or atmospheric or climatic conditions
 - c) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

 - i) Damage which itself results from any operative Specified Peril under the Material Damage Section or from any other cause not otherwise excluded
 - ii) subsequent Damage which itself results from a cause not otherwise excluded
- 4) Damage from Unattended Conveyance vehicle and/or trailer unless the Property is kept within the boot or secure compartment which is secured by all locks and

other protections

- 5) Damage caused by
 - a) acts of fraud or dishonesty by Your Employees

- b) unexplained disappearance or unexplained or inventory shortage or misfiling or misplacing of information
 - c) any process of fitting or testing or servicing or repair or renovation or adjustment
- 6) Damage caused by Pollution or Contamination
- unless the Pollution or Contamination is itself caused by any operative Specified Peril under the Material Damage Section
- 7) Damage caused by the accidental or deliberate introduction of a Virus or other instruction information or code into any electronic equipment
 - 8) the Excess amount stated in the Schedule

Money Section

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

Money

means the face value of cash (notes and coins) cheques giro cheques travellers cheques postal or money orders bankers drafts current postage and revenue stamps unused units in postage stamp franking machines national insurance stamps stamped or franked national insurance cards national savings stamps national savings certificates premium bonds holiday with-pay stamps bills of exchange credit and debit card sales vouchers luncheon vouchers consumer redemption vouchers trading stamps gift tokens VAT purchase invoices all pertaining to Your Business and belonging to You or for which You are responsible

Basis of Claims Settlement

means the amount payable will be the value of the Money up to the Limit of Liability or other Property insured at the time of the Damage or at Our option the reinstatement or replacement of such other property or any part of it

Benefits

means the amounts payable in respect of

- a) death
- b) loss of limbs which shall mean total loss of use or loss by physical separation at or above the ankle or wrist of one or more limbs
- c) loss of sight which shall mean total irredeemable and irrecoverable loss of sight in one or both eyes
- d) permanent total disablement which shall mean permanent total disablement from engaging in or attending to business of any kind
- e) temporary total disablement which shall mean temporary disablement entirely preventing the Insured Person from engaging in or attending to his or her usual occupation

Bodily Injury

means physical or mental injury caused solely by assault following Specified Peril 16) Theft or Attempted Theft but not Disease

Business Hours

means the period during which the Premises are occupied for Your Business and during which You or any Insured Person entrusted with Money is in the Premises or at the sites of contract

Insured Person

means You or any partner director or Employee of Yours

Section Cover

Person anywhere within the Territorial Limits during the Period of Insurance

Limit of Liability

Our liability under this Section shall not exceed the Limits and/or Benefits stated in the Schedule

Section Extensions

The terms Conditions and Exclusions of this Policy and/or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

Bank Night Safe

This extension provides insurance for Money deposited in a recognised bank night safe until processed into Your account up to the amount specified under item (a) of the schedule of limits

Company Credit Cards

This extension provides insurance for losses incurred by You following theft of a company credit card by a third party not being an Insured Person

This extension applies only in respect of unauthorised use of a company credit card by the said third party subject to a limit of £1,000 for any one Event and not exceeding £5,000 for any one Period of Insurance provided that

- 1) You fully comply with the terms and conditions imposed by the issuer of the card
- 2) any losses being reported to the police and the issuer of the card within 24 hours of discovering the loss
- 3) Our liability shall not apply in respect of any losses recoverable from or cancelled or rescinded by the issuer of the card

Damage to

- 1) cases bags belts or waistcoats whilst being used for the transit of Money
- 2) safes strong rooms and stamp franking machines
- 3) cash registers provided they are left open outside of Business Hours

that are Your Property or for which You are responsible caused directly by Specified Peril 16) Theft or Attempted Theft or any attempted theft of Money

Fidelity

This Extension provides insurance for theft of Money arising from any act of fraud or dishonesty by any Insured Person provided that the theft of Money is discovered by You within 30 days of an act of fraud or dishonesty having first been committed by such Insured Person whether acting solely or in collusion

Our maximum liability is up to £10,000 for any one Period of Insurance

COMMERCIAL COMBINED POLICY – MONEY SECTION

Keys

This Extension provides insurance for the cost of replacement keys or lock mechanisms of safes or strong rooms with Our consent following theft of keys by force or violence

Our maximum liability is up to £5,000 any one Event and £10,000 any one Period of Insurance

Non-negotiable Money

Crossed cheques crossed money orders crossed postal orders crossed bankers drafts unused units in postage stamp franking machines national insurance stamps stamped or franked national insurance cards national savings stamps national savings certificates premium bonds credit and debit card sales vouchers and VAT purchase invoices subject to a limit of £250,000 for any one Event

Bodily Injury

We will pay Benefits stated in the Schedule in respect of any Bodily Injury sustained by any Insured Person in the course of the Your Business where such Bodily Injury arises directly from assault following Specified Peril 16) Theft or Attempted Theft provided that

- 1) Benefits shall be payable only under one of items 1, 2 or 3 of the Schedule
- 2) Benefits shall not be payable to any person whose age exceeds 70 years

Personal Effects

This extension provides insurance for Damage to clothing or personal effects other than motor vehicles of any Insured Person following Specified Peril 16) Theft or Attempted Theft

Our maximum liability is up to £500 per person

Vending Machines

This extension provides insurance for loss of Money by forcible and violent means from any vending machine at the Premises

Our maximum liability is up to £250 for any one Event

Section Conditions

Claims (Personal Accident / Assault)

In the Event of any Bodily Injury giving rise to a claim under this Section the Insured Person will

- 1) place themselves under the care of a registered medical practitioner
- 2) submit certificates information and evidence to support a claim at Your own expense
- 3) submit to any medical examination as may be required by Us at Our expense

Escorts Condition

Any Money whilst in transit shall be accompanied at all times by an escort of able-bodied adult persons not less in number than those specified hereunder:-

No. of People	Lower Limit	Upper Limit
1	£1	£2,500
2	£2,501	£5,000
3	£5,001	£7,500
4	£7,501	£10,000
Security Company	£10,001	£250,000

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligation above

Section Exclusions

We will not indemnify You for

- 1) depreciation in value dishonoured cheques or the use of counterfeit Money
- 2) any shortage of Money arising from error or omission
- 3) loss from
 - a) gaming and amusement machines
 - b) any automated teller machine or cash dispensing machine
- 3) loss of Money during transit by unregistered post
- 4) loss of Money from any Unattended Conveyance
- 5) subsequent or inevitable loss of any kind

Goods in Transit Section

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

The terms Conditions and Exclusions of this Policy apply to these Extensions and where no Limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

Conveyance

means the method of transporting the Property as stated in the Schedule

Computer Equipment

means

- 1) all computer equipment (including interconnecting wiring fixed discs and telecommunications equipment) used for the storage and communication of electronically processed data but excluding
 - 1.1) computers which are an integral part of any item of process or production machinery
 - 1.2) fixed vehicle satellite navigation systems
- 2) ancillary equipment solely for use with the computer equipment comprising air conditioning equipment generating equipment uninterruptable power supply voltage regulating equipment temperature and humidity recording equipment electronic access, equipment heat smoke and water detection equipment lightning and transient overvoltage protection devices Anti- Theft devices which have been approved by Us gas flooding equipment and pipe work and computer room partitioning
- 3) programs and/or information stored upon fixed discs
- 4) all current and backup computer records (excluding fixed discs and paper records of any description) incorporating stored programs and/or information thereon owned by or on deferred purchase leased hired rented or for which the You are responsible

Property

means goods or merchandise related to Your Business which You own or for which You are responsible unless We state otherwise in the Schedule

Section Cover

Damage to Property whilst in Transit within the Territorial Limits by any Conveyance

Limit of Liability

Our liability under this Section shall not exceed the Limits of Liability stated in the Schedule or Limit stated in any Extension

Section Extensions

Clothing and Personal Effects

This Extension provides insurance for Damage caused by or following accident to the Conveyance vehicle and/or trailer to any item owned worn or carried by a director partner or Employee whilst in Transit and going about Your Business

Our maximum liability is up to £500 any director partner or Employee

Tarpaulins Sheets Ropes

This Extension provides insurance for Damage to tarpaulins sheets ropes securing chains packing materials dunnage and toggles owned by You or for which You are responsible provided that Damage is caused whilst such Property is in use on the Conveyance vehicle and/or trailer owned or operated by You

Our maximum liability is £1,000 any one loss

Tools and Travellers' Samples

This Extension provides insurance for Damage to director's partners or Employee tools and samples on the Conveyance vehicle and/or trailer

Our maximum liability is up to £500 per vehicle and/or trailer unless We state otherwise in the Schedule

Conditions additional to the Policy Conditions

Average (Underinsurance)

If the value of the Property on any one Conveyance shall at the time of the Damage be collectively greater than the Limit for any one Conveyance stated in the Schedule then You will be considered as being Your own insurer for the difference and shall bear a rateable share of the Damage accordingly

Claims (Action by the Insured)

It is a condition precedent to Our liability that in the Event of Damage You will

- 1) notify Us immediately of any Event which might give rise to a claim under this Section
- 2) hold liable any responsible carrier bailee or other third party in accordance with their Particular terms of trade
- 3) provide Us with a written report of the Event as soon as possible
- 4) notify the Police as soon as possible of any Specified Peril 6) Malicious Persons and/or 16) Theft or Attempted Theft to the Property insured

Debris Removal

We agree to pay the costs and expenses necessarily incurred by You with Our consent in

- 1) removing debris and/or damaged Property
- 2) dismantling and/or demolishing the damaged Property
- 3) shoring up and/or propping

- 4) the transfer of the Property from one Conveyance to another following an accident to the original Conveyance where there has been Damage to the Property or there would have been but for the action taken to prevent Damage to the Property which is recoverable under this Section

but excluding

- a) any expense incurred in consequence of or to prevent or mitigate Pollution or Contamination or any threat or liability thereof
- b) the cost of removal of the Property from any Conveyance
- c) costs incurred in respect of obligations under pollution statutes or the actions of governmental or other executive body

Our maximum liability is up to £10,000 or 20 per cent of the Property Item stated in the Schedule whichever is the greater any one loss

Own Vehicle Security

We will not be liable for Damage caused by Specified Peril 6) Malicious Persons and/or 16) Theft or Attempted Theft whilst the Property is on or contained in any Unattended Conveyance vehicle and/or trailer owned or operated by You

- 1) unless at the time of being left loaded and unattended
 - a) all doors and openings are locked
 - b) the ignition and any other security keys are removed
 - c) windows and other means of access adequately and properly secured
 - d) any audible alarm and/or immobiliser is set in operation
 - e) whenever possible the Property is kept in the boot or secure compartment of an Unattended Conveyance or where no boot or secure compartment exist the Property must be covered over and hidden from view

and

- 2) during these periods
 - a) after the completion of the driver's working day
 - b) between the hours of 21.00 hours or when the Conveyance vehicle and/or trailer was last occupied whichever is the earlier and until the Conveyance vehicle and/or trailer is first used or 06.00 hours whichever is the later
 - c) on non- working days

unless the Unattended Conveyance vehicle and/or trailer is

- i) garaged in a fully enclosed and securely locked Building

- ii) in a secure park which provides 24 hour human surveillance and perimeter gates and other entrances locked
- iii) in a public car park while under surveillance by the driver or other responsible person authorised by You

or when the Property is removed from the Unattended Conveyance vehicle and/or trailer to a private dwelling house or hotel room or securely locked Building and Damage is caused by Specified Peril 6) Malicious Persons and/or 16) Theft or Attempted Theft from the private dwelling house or hotel room or securely locked Buildings

Exclusions additional to the Policy Exclusions

We will not indemnify You for

- 1) Damage caused by
 - a) inherent vice latent defect gradual deterioration wear and tear frost faulty or defective design or materials
 - b) disappearance or unexplained or inventory shortage
 - c) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - d) the deterioration of Property whilst in Transit in frozen chilled or insulated condition due to variations in temperature unless directly consequent upon Specified Peril 1) Fire and/or 6) Malicious Persons and/or 16) Theft or Attempted Theft and/or accident to the Conveyance
 - e) or with Your connivance or any partner director or Employee of Yours
- 2) Damage due to
 - a) insufficient or faulty packing loading stowing wrongful addressing labelling or delivery
 - b) delay or loss of market or other subsequent or inevitable loss of any kind
- 3) Damage to
 - a) jewellery or watches
 - b) precious metals precious stones or articles composed of such materials
 - c) wines spirits perfumes tobacco products or furs
 - d) deeds documents manuscripts or plans
 - e) Computer Equipment
 - f) plasma screens mobile phones digital cameras or DVD players

- a) livestock
- b) explosive goods
- c) bullion
- d) money

unless We state otherwise in the Schedule

- 4) Damage to
 - a) china glass or earthenware
 - b) pictures paintings works of art plasterwork or statuary marble
 - c) scientific instruments of any kind

unless caused by Specified Peril 1) Fire and/or 6) Malicious Persons and/or 16) Theft or Attempted Theft and/or accident of the Conveyance vehicle and/or trailer and/or an object falling onto the Conveyance vehicle and/or trailer

- 5) Damage to Property in or on soft-topped or open-topped or open-sided or curtain-sided Conveyance vehicles and or trailers owned or operated by You or in Your care custody or control if caused by Specified Peril 9) Storm and/or 10) Flood or 16) Theft or Attempted Theft unless the Conveyance vehicle and/or trailer is stolen at the same time
- 6) the Excess amount stated in the Schedule

Commercial Legal Expenses

Subsection Definitions

Appointed Representative

means the Preferred Law Firm, law firm, Tax Consultancy, accountant or other suitably qualified person We will appoint to act on the Insured Persons behalf.

Costs and Expenses

means

- 1) All reasonable and necessary costs chargeable by the Appointed Representative and agreed by Us in accordance with the DAS Standard Terms of Appointment
- 2) 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 Our agreement

Countries Covered

means

- 1) for insured incidents Legal defence (excluding 5. Statutory notice appeals) and Personal injury The European Union the Isle of Man the Channel Islands Albania Andorra Bosnia Herzegovina Gibraltar Iceland Liechtenstein Macedonia Monaco Montenegro Norway San Marino Serbia Switzerland and Turkey
- 2) for all other incidents Great Britain Northern Ireland The Isle of Man and The Channel Islands

DAS Standard Terms of Appointment

means 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 arrangement (no win no fee). Where a law firm is acting as an Appointed Representative the amount is currently £100 per hour. This amount may vary from time to time.

Date of Occurrence

Means

- 1) for civil cases (other than under insured incident Tax Protection) 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 and may be before the date You or an Insured Person first became aware of it.
- 2) for criminal cases the date the Insured Person began or is alleged to have begun to break the law
- 3) for insured incident Statutory Licence Appeal the date when You first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your

license mandatory registration or British Standard Certificate of Registration

- 4) for insured incident Tax Protection the date when HM Revenue and Customs or the relevant authority first

notifies You of its intention to carry out an enquiry. For VAT or Employer Compliance Disputes the date the dispute arises during the Period of Insurance following the issue of an assessment, written decision or notice of a civil penalty

- 5) for insured incident Legal Defence 5 Statutory Notice Appeals the date when the Insured Person is issued with the relevant notice and has the right to appeal

Employer Compliance Dispute

means a dispute with HM Revenue & Customs concerning Your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

Insured Person

means You and the directors, partners, managers and employees and any other individuals declared to Us by You

Preferred Law Firm or Tax Consultancy

means a law firm, barristers chambers or tax expert We choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Persons claim and must comply with Our agreed service standard levels which We audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

Reasonable Prospects

means

- 1) for civil cases 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 We have agreed to including an enforcement of judgement), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We or a Preferred Law Firm or Tax Consultancy on Our behalf will assess whether there are Reasonable Prospects
- 2) for criminal cases there is no requirement for there to be prospects of a successful outcome however for appeals the prospects must be at least 51%.

Tax Enquiry

means 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 Your books; or
- (ii) advises of a check of Your whole tax return.

VAT Dispute

means a dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to Your VAT affairs.

We, Us, Our, DAS

means DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol. BS1 6NH

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under Your policy. The legal advice service is provided by DAS Law Limited and/or a Preferred Law Firm on behalf of DAS.

To make sure that you get the most from Your DAS cover, please take time to read the Section which explains the contract between You and Us. Please take care in following procedures throughout the policy and particularly those applying to the Employment Disputes and Compensation Awards cover.

DAS LEGAL EXPENSES INSURANCE COMPANY

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

**DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol, BS1 6NH**

Registered in England and Wales, number 103274. Website: www.das.co.uk

DAS LAW

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

**DAS Law Limited Head and Registered Office:
DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL**

Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if We cannot meet Our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

Section Cover

We agree to provide the insurance described in this Section for You (or where specified the Insured Person) in respect of any insured incident arising in connection with the Business shown in the schedule, in return for payment of the premium and subject to the terms conditions exclusions and limitations set out in this Section provided that:

- 1) Reasonable Prospects exist for the duration of the claim
 - 2) the Date of Occurrence of the insured incident is during the Period of Insurance,
- or
- 3) during the currency of a previous equivalent legal expenses insurance policy, provided that:

- 3.1) the previous legal expenses insurance policy required You to report claims during its currency
 - 3.2) You could not have notified a claim previously as You could not have reasonably been aware of the insured incident
 - 3.3) cover has been continuously maintained in force
 - 3.4) We will not cover any claim that should have been covered under a previously operative legal expense insurance policy
 - 3.5) the available limit of indemnity shall be limited to the lesser of the sums payable under this or Your previous policy
 - 4) any legal proceedings will be dealt with by a court or other body which We agree to within the Countries Covered
- and
- 5) the insured incident happens within the Countries Covered.

Limit of Liability

What DAS will pay

We will pay an Appointed Representative on Your behalf, Costs and Expenses incurred following an insured incident and any compensation awards that We have agreed to, provided that

- 1) the most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £250,000
- 2) 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 as an Appointed Representative) is currently £100 per hour. This amount may vary from time to time.
- 3) in respect of an appeal or the defence of an appeal You must tell Us within the time limits allowed that You want to appeal. Before We pay the Costs and Expenses for appeals We must agree that Reasonable Prospects exist.
- 4) for an enforcement of judgement to recover money and interest due to You after a successful claim under this policy We must agree that Reasonable Prospects exist.
- 5) 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: and,
- 6) in respect of Legal Defence 6 Jury Service and Court Attendance the maximum We will pay is the Insured Person's net salary or wages for the time that the

Insured Person is absent from work less any amount the court or tribunal pays

action arises within the first 90 days of the commencement of this policy

What DAS will not Pay:

- 1) In the event of a claim, if You decide not to use the services of a Preferred Law Firm or Tax Consultancy You will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by Us.
- 2) The total of the compensation awards payable by Us shall not exceed £1,000,000 in any one Period of Insurance.
- 3) You are responsible for the first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If you are using a Preferred Law Firm You will be asked to pay this within 21 days of Your claim having been assessed as having Reasonable Prospects. If You are using Your own law firm this will be within 21 days of their appointment (following confirmation Your claim has Reasonable Prospects). If You do not pay this amount the cover for Your claim could be withdrawn

Employment Disputes and Compensation Awards

1 Employment Disputes

We will pay Costs and Expenses to defend Your legal rights:

- 1.1) before the issue of legal proceedings in a court or tribunal:
 - i) following the dismissal of an employee; or
 - ii) where an employee or ex-employee has contacted ACAS (Advisory, Conciliation and Arbitration Service) to commence the Early Conciliation procedure; or
- 1.2) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- 1.3) in legal proceedings in respect of any dispute relating to:
 - i) a contract of employment with You; or
 - ii) an alleged breach of the statutory rights of an employee ex-employee or prospective employee under employment legislation; or

We will not pay a claim for the following:

- 1) unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy;
 - 1.1) a dispute where the originating cause of

- 1.2) a dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception of this policy if the Date of Occurrence was within the first 180 days of the commencement of this policy
- 1.3) redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this policy

- 2) damages for personal injury or loss or damage to property

2 Compensation Awards

We will pay:

- 1) any basic and compensatory award; and/or
- 2) an order for compensation following a breach of Your statutory duties under employment legislation in respect of a claim We have accepted under insured incident Employment Disputes and Compensation Awards.

Provided that:

- 1) in cases relating to performance and/or conduct You have throughout the employment dispute either:

- 1.1) followed the ACAS Code of Disciplinary and Grievance Procedures; or
- 1.2) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
- 1.3) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, You have sought and followed advice from Our legal advice service before starting any redundancy process or procedure with Your Employees

- 2) for an order of compensation following Your breach of statutory duty under employment legislation You have at all times sought and followed advice from Our legal advice service since the date when You should have known about The Employment Dispute
- 3) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, You have sought and followed advice from Our claims department before starting any redundancy process or procedure with Your Employees
- 4) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgement made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing by Us.

The total amount of compensation awards payable by Us is £1,000,000 in any one Period or Insurance. Please see What DAS will not Pay 2)

We will not pay:

- 1) any compensation award relating to the following:
 - 1.1) trade union activities, trade union membership or non-membership.
 - 1.2) pregnancy or maternity rights, paternity, parental or adoption rights.
 - 1.3) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - 1.4) statutory rights in relation to trustees of occupational pension schemes.
- 2) non-payment of money due under a contract of employment or a statutory provision.
- 3) any award ordered because You have failed to provide relevant records to employees under National Minimum Wage legislation
- 4) a compensation award or increase in a 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.

Employee Civil Legal Defence

We will pay Costs and Expenses to defend the Insured Persons (other than Your) legal rights if an event arising from their work as an Employee leads to civil action being taken against them:

- i) under legislation for unlawful discrimination; or
- ii) as trustee of a pension fund set up for the benefit of Your employees.

We will only provide cover for an Insured Person (other than You) at Your request.

Service Occupancy

We will pay Costs and Expenses to pursue a dispute with an Employee or ex-Employee to recover possession of premises owned by or for which You are responsible.

We will not pay any claim relating to defending Your legal rights other than defending a counter-claim.

Legal Defence

We will pay Costs and Expenses to defend the Insured Person's legal rights:

1. Criminal Pre-proceedings Cover

Prior to the issue of legal proceedings, when dealing

with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the Insured Person has or may have committed a criminal offence.

2. Criminal Prosecution Defence

Following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

Provided that:

For claims relating to 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 direct connection with activities of the Business as shown in the Schedule.

We will not pay any claim relating to:

- 1) any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs

This exclusion applies to section 1 of the Legal Defence cover.

- 2) prosecution due to infringement of road traffic laws or regulations in connection with the ownership driving or use of a motor vehicle.

This exclusion applies to sections 1 and 2 of the Legal Defence

3. Data Protection and Information Commissioner Registration

- 1) if a civil action is taken against the Insured Person for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the Insured Person under section 13 of the Data protection Act 1998 provided You were registered with the Information Commissioner at the time of the insured incident
- 2) in an appeal against the refusal of the Information Commissioner to register Your application for registration.

We will not provide cover for the cost of fines imposed by the Information Commissioner. Please see section Exclusion 3

4. Wrongful Arrest

- 1) if civil action is taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance

5. Statutory Notice Appeals

- 1) in an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting Your Business.

We will not provide cover for:

- 1) an appeal against the imposition or terms of any Statutory Notice issued in connection with Your licence, mandatory registration or British Standard Certificate of Registration; or
- 2) a Statutory Notice issued by an Insured Person's regulatory or governing body.

if the Date of Occurrence is within the first 90 days of the cover provided by the policy.

6. Jury Service and Court Attendance

An Insured Person's absence from work:

- 1) to perform jury service
- 2) to attend any court or tribunal at the request of an Appointed Representative.

The maximum We will pay is the Insured Persons net salary or wages for the time that they are absent from work less any amount You, the court or tribunal have paid them

Provided that:

for each of the above sections of Legal Defence cover, You request Us to provide cover for the Insured Person.

Contract Disputes

We will pay Costs and Expenses in a contractual dispute arising from an agreement or an alleged agreement which has been entered into by You or on Your behalf for the purchase, hire, sale or provision of goods or of services

Provided that

- 1) the amount in dispute exceeds £500 (including VAT). If the amount in dispute exceeds £5,000 (incl. VAT), You must pay the first £500 of any claim. If You are using a Preferred Law Firm, You will be asked to pay this within 21 days of Your claim having been assessed as having Reasonable Prospects. If You are using Your own law firm, this will be within 21 days of their appointment (following confirmation Your claim has Reasonable Prospects). If You do not pay this amount the cover for Your claim could be withdrawn
- 2) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £500 including VAT
- 3) if the dispute relates to money owed to You, a claim under the policy is made within 90 days of the money becoming due and payable.

We will not pay for a claim:

- 1) unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy, a dispute arising from an agreement entered into prior to the start of the policy

- 21) for the settlement payable under an insurance policy(We will cover a dispute if Your insurer refuses Your claim, but not for a dispute over the amount of the claim).
- 22) for the sale, purchase, terms of a lease, license or tenancy of land or buildings. However We will cover a dispute with a professional adviser in connection with these matters.
- 23) for a loan, mortgage, pension, guarantee or any other financial product and choses in action.
- 24) a motor vehicle owned by, or hired or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles.
- 3) for a dispute with an Employee or ex-Employee which arises out of or relates to a contract of employment with You. Please refer to insured incident Employment Disputes and Compensation Awards.
- 4) for a dispute which arises out of the:
 - 4.1) sale or provision of computer hardware, software, systems or services; or
 - 4.2) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to Your own specification.
- 5) for a dispute arising from a breach or alleged breach of professional duty by an Insured Person
- 6) for the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

dispute.

We will not pay for:

- 1) a contract You have entered into (please refer to Insured Incident – Contract Disputes)
- 2) goods in transit or goods lent or hired out
- 3) goods at Premises other than those occupied by You

Property Protection

We will pay Costs and Expenses to defend the Insured Person's legal right against a civil dispute relating to material property which is owned by You or is Your responsibility following:

- 1) any event which causes physical damage to such material property; or
- 2) a legal nuisance, meaning any unlawful interference with Your use or enjoyment of Your land, or some right over, or in connection with it; or
- 3) trespass.

Please note You must have established the legal ownership or right to the land that is subject to

unless the goods are at the Premises for the purpose of installations or use in work to be carried out by You.

- 4) mining subsidence
- 5) defending Your legal rights but We will cover defending a counter-claim
- 6) a motor vehicle owned or used by, or hired or leased to an Insured Person other than damage to motor vehicles where You are in the Business of selling motor vehicles.
- 7) the enforcement of a covenant by or against You.

Personal Injury

At Your request, We will pay Costs and Expenses for an Insured Person's and their family member's legal rights following a specific or sudden accident that causes the death of or bodily injury to them.

We will not pay for:

- 1) any illness or bodily injury that happens gradually
- 2) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- 3) defending an Insured Person's or their family members legal rights other than defending in a counter-claim
- 4) clinical negligence

Tax Protection

We will pay Costs and Expenses for an Appointed representative following:

- 1) a Tax Enquiry
- 2) an Employer Compliance Dispute
- 3) a VAT Dispute

Provided that :

You have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note We will only cover tax claims which arise in direct connection with the activities of the Business as shown in the schedule.

We will not cover:

- 1) any claim relating to a tax avoidance scheme
- 2) any failure to register for Value Added Tax or Pay As You Earn
- 3) any investigation or enquiries by, with or on behalf of HM Revenue and Customs Special Investigation

Investigations Unit, Criminal Taxes Unit under Public Notice 160 or by the Revenue & Customs Prosecution Office.

- 4) any claim relating to import or excise duties and import VAT
- 5) any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

- 1) unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy, any debt arising from an agreement entered into prior to the start of the policy

Tenancy Disputes

We will pay Costs and Expenses to pursue Your legal rights in a civil dispute between You and Your landlord relating to Premises leased or rented by You.

We will not pay for

- 1) the negotiation, review or renewal of the lease or tenancy agreement
- 2) a dispute arising from rent or service charges

Statutory Licence Appeal

We will pay Costs and Expenses for an appeal 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 Your licence mandatory registration or British Standard Certificate Registration.

We will not pay for:

- 1) assistance with the application process either in relation to an original application or application for renewal of a statutory licence mandatory registration or British Standard Certificate of Registration
- 2) the ownership driving or use of a motor vehicle

Debt Recovery

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgements.

Providing that:

- 1) the debt exceeds £500 including VAT
- 2) a claim is made within 90 days of the money becoming due and payable
- 3) We have the right to select the method of enforcement or to forego enforcing judgement if We are not satisfied that there are or will be sufficient assets available to satisfy judgement.

We will not pay for a claim:

if the debt is due within the first 90 days of the cover provided by the policy

act on this basis the most We will pay is the amount We would have paid if they had agreed to the DAS

- 2.1) for the settlement payable under an insurance policy
- 2.2) relating to the sale, purchase, terms of a lease, licence or tenancy of land or buildings
- 2.3) for a loan, mortgage, pension, guarantee or any other financial product and choses in action
- 2.4) a motor vehicle owned by or hired or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the Business of selling motor vehicles
- 3) for a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
- 4) for the recovery of money and interest due from another party where the other party indicates that a defence exists
- 5) for any dispute which arises from debts You have purchased from a third party.

Making a Claim

If Your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone Us on 0344 893 0859 and We will give you a reference number. At this point We will not be able to tell You whether the claim is covered or not but We will pass the information You have given Us to Our claims handling teams and explain what to do next.

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

Section Conditions

Your Representation

- 1) On receiving a claim, if representation is necessary We will appoint a Preferred Law Firm or Tax Consultancy as Your Appointed Representative to deal with Your Claim. They will try to settle Your claim by negotiation without having to go to court.
- 2) If the appointed Preferred Law Firm or Tax Consultancy cannot negotiate settlement of Your claim and it is necessary to go to court and legal proceeding are issued or there is a conflict of interest, then You may choose a law firm or tax expert to act as the Appointed Representative. We will choose the Appointed Representative to represent you in any proceedings where We are liable to pay a compensation award
- 3) if You choose a law firm as Your Appointed Representative who is not a Preferred Law Firm or Tax Consultancy, We will give Your 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

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.

- 4) The Appointed Representative must cooperate with Us at all times and must keep Us up to date with the progress of the claim.

Your Responsibilities

An Insured Person must:

- 1) co-operate fully with Us and the Appointed Representative;
- 2) give the Appointed Representative any instructions that We ask You to.

Offers to Settlement a Claim

- 1) an Insured Person must tell Us if anyone offers to settle a claim and must not negotiate or agree to any settlement without Our written consent
- 2) if an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses
- 3) 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 Us to take over and pursue or settle a claim in their name. An Insured

Person must allow Us to pursue at Our own expense and for their benefit any claim for compensation against any other person and an Insured Person must give Us all the information and help We need to do so.

Assessing and Recovering Costs

- 1) an Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if We ask for this.
- 2) 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

Cancelling an Appointed Representatives 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 at once, unless We agree to appoint another Appointed Representative

Withdrawing Cover

If an Insured Person settles a claim or withdraws their claim without Our 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

Expert Opinion

We may require You to get, at Your own expense an opinion from an expert, that We consider appropriate, on the merits of the claim or proceedings, or on a legal principle.

The expert must be approved in advance by Us and the cost agreed in writing between You and Us. Subject to this We will pay the cost of getting the opinion if the experts opinion indicates that it is more likely than not that You will recover damages or obtain any other legal remedy that We have agreed to or make a successful defence.

Arbitration

If there is a disagreement between You and Us about the handling of a claim and it is not resolved through Our internal complaints procedure You can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk). If Your dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by You and Us. If there is a disagreement over the choice of arbitrator, We 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 You and Us or may be paid by either You or Us.

Keeping to the Policy Terms

An Insured Person must:

- 1) keep to the terms and conditions of this policy
- 2) take reasonable steps to avoid and prevent claims
- 3) take reasonable steps to avoid incurring unnecessary costs
- 4) send everything We ask for in writing; and
- 5) report to Us full and factual details of any claim as soon as possible and give Us and information We need.

Fraud Prevention

We will not disclose the Insured Person's personal data to any other person or organisation unless We are required to by Our legal and regulatory obligations. For example, We may use and share the Insured Person's data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud and money laundering prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via Our website www.das.co.uk

Other Interests

If any claim covered under this policy is also covered by another policy or would have been covered if this policy did not exist, We will only pay Our share of the claim even if the other insurer refuses the claim.

Law That Applies

The policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where Your Business is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this

policy include equivalent law in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Helpline Services

You can contact Our UK based call centres 24 hours a day, seven days a week. However, We may need to arrange to call You back depending on the enquiry. To help Us check and improve Our service standards, We may record all inbound and outbound calls, except those to the counselling service. When phoning, please quote Your policy number and the DAS Scheme number, which is TS5/6923144.

Legal Advice Service

We provide confidential legal advice over the phone on any commercial legal problem affecting the Business, under laws of the 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 they will arrange a call back at a time to suit You.

Our legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of a very specialist matter, We will refer You to one of Our specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, we will call you back.

Tax Advice Service

We offer confidential advice over the phone on any tax matters affecting the Business, under the laws of the United Kingdom.

Tax advice is provided by Tax Advisors 9am – 5pm Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, we will call you back.

To contact the above services, phone us on 0344 893 0859 quoting Your policy number and the DAS Scheme number, which is TS5/6923144.

Counselling Service

We will provide Your employees (including any member of their immediate family who permanently live with them) with a confidential counselling service over the phone, if they are aged 18 or over, including 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 Us.

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

To contact the counselling helpline, please phone us on 0344 893 9012

These calls are not recorded

We will not accept responsibility if the helpline services are unavailable for reasons that We cannot control.

Online Law Guide and Document Drafting

Employment Manual

The DAS Employment manual offers comprehensive, up to date guidance on rapidly changing employment law. To view this, please visit www.das.co.uk and select Employment Manual. All section of this web-based document can be printed off for Your own use. Contact Us at employmentmanual@das.co.uk with Your email address quoting Your policy number and the DAS Scheme number, which is TS5/6923144 and We will contact You by email to inform You of future updates to the information

Pen Underwriting Business Law

Using www.dasbusinesslaw.co.uk/partner/pen You can create ready to sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by You using Our smart document builders. You can also buy legal documents from the site, ranging from simple debt recover letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help You keep Your Business one step ahead. To access DAS business law You will need to register at www.dasbusinesslaw.co.uk/partners/pen using the DAS Scheme reference number, which is TS5/6923144

When registering, please enter the following code which will provide You with access to a range of free document: DASPEN1114. If You experience any problems accessing this service please email details of Your problem to businesslaw@das.co.uk with Your policy number in the subject box.

Section Exclusions

We shall not indemnify You for:

1) Late Reported Claims

any claim reported to Us more than 180 days after the date the Insured Person should have known about the incident

2) Costs We have not agreed

Costs and Expenses incurred before Our written acceptance of any claim

3) Court awards and fines

Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority, other than compensation awards covered under Employment Disputes and Compensation Awards and Legal Defence.

4) Legal action We have not agreed

Legal action an Insured Person takes which We or the Appointed Representative have not agreed to or where the Insured Person does anything that hinders Us or the Appointed Representative

5) Intellectual property rights

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

6) Deliberate acts

Any insured incident deliberately or intentionally caused by an Insured Person

7) Franchise or Agency Agreements

Any claim relating to rights under a franchise or agency agreement entered into by You

8) A dispute with DAS

A dispute with Us not otherwise dealt with under Section condition Arbitration

9) Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the Business shown in the policy schedule

10) Judicial review

Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry

11) Nuclear, war and terrorism risks

Any claim caused by, contributed to by, or arising from:

11.1) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel

11.2) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;

11.3) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;

11.4) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds

12) Bankruptcy

Any claim where either at the start of or during the course of a claim You:

12.1) are declared bankrupt

12.2) have filed a bankruptcy petition

12.3) have filed a winding up petition

12.4) have made an arrangement with Your creditors

COMMERCIAL COMBINED POLICY – COMMERCIAL LEGAL EXPENSES

12.5) have entered into a deed of arrangement

12.6) are in liquidation

12.7) part or all of Your affairs or property are in the care or control of a receiver or administrator

13) Defamation

Any claim relating to written or verbal remarks that damage the Insured Persons reputation

14) Calendar date devices

Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date

15) Litigant in person

Any claim where an Insured Person is not represented by a law firm barrister or tax expert.



Speak to our expert team today on **01795 580800**
Open 09.00 until 17.30 Monday to Friday



www.sharrockinsurance.co.uk



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Watsons Mill, Ride's Passage, High Street, Sheerness ME12 1UD.
Opposite Sheerness CO-OP