BUSINESS INSURANCE POLICY

Business Insurance Policy Wording

This insurance is a legal contract. Please read it carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions. Your insurance broker or adviser who arranged this insurance should be contacted immediately if any correction is necessary.

As well as this policy document, you will have received a policy Schedule. The policy Schedule tells you which sections of the policy apply, what property you have insured and the insured amount. It also gives details of any Endorsements that apply. Please check both documents carefully to make sure they give you the cover you want.

Table of Contents

Notices ***9***

Complaints Procedure **9**

Claims Procedure (other than Commercial Legal Expenses) **9**

Privacy and Data Protection **9**

Compensation **9**

Special Notice - Legal Expenses **10**

Several Liabilities Notice **10**

General Conditions (Applicable to all sections of the policy other than Commercial Legal Expenses) ***11***

1. Compliance with Conditions **11**

2. Cancellation **11**

3. Changes in The Insured's circumstances **11**

4. Fair Presentation **11**

5. Failure to provide a Fair Presentation **11**

6. Premium adjustments **12**

7. Reasonable Precautions **12**

8. Underinsurance **12**

9. Minimum Security Standard **12**

a) Cellar trap doors 13
b) Final exit doors 13
c) Gates, compounds and yards 13
d) Internal doors 13
e) Opening roof lights 13
f) Roller shutters and garage doors 13
g) Windows 14

Other General Conditions **14**

General Exclusions (applying to all sections of the policy other than Commercial Legal Expenses) ***16***

Asbestos (not applicable to Liability Insurance) 16
Biological or Chemical Materials 16
Communicable Disease (not applicable to Employers' Liability) 16
Cyber and Data Exclusion (not applicable to Employers' Liability) 16
Existing Circumstances 17
Microorganisms (not applicable to Liability Insurance) 17
Other Policies 17
Pollution and Contamination (not applicable to Liability Insurance) 17
Punitive Damages, Fines and other Penalties 18
Radioactive Contamination 18
Sonic Bangs 18
Transmission and Distribution Lines (not applicable to Liability Insurance) 18
War and Terrorism 18

General Definitions (applicable to all sections of the policy other than Commercial Legal Expenses) *19*

Liability Insurance *23*

Definitions applicable to Liability Insurance **23**

Public Liability **23**

Coverage 23
Limit of Liability 23
The Excess 23
Extensions to Public Liability 23
Compensation for Court Attendance 23
Damage to Leased or Rented Premises 23
Data Protection Act 2018 24
Defective Premises Act 24
Employees and Visitors Personal Belongings 24
Overseas Personal Liability 24
Motor Contingent Liability 24
Exclusions to Public Liability 24
a) Aircraft or watercraft 24
b) Asbestos 24
c) Employers or Products Liability claims 24
d) Gradual pollution 24
e) JCT liabilities 24
f) Motor claims 25
g) Professional duties 25
h) Property belonging to The Insured or in their care 25
i) Pure Financial Loss 25

Products Liability **25**

Coverage 25
Limit of Liability 25
The Excess 25
Extensions to Products Liability 25
Compensation for Court Attendance 25
Consumer Protection Act and Food Safety Act Legal Costs 25
Professional Indemnity – Injury and Damage Only 26
Exclusions to Products Liability 26
a) Aircraft or offshore products 26
b) Asbestos 26
c) Contractual liability 26
d) Employers or Public Liability 26
e) Gradual pollution 26
f) Inefficacy (limited) 26
g) JCT liabilities 26
h) Product recall 26
i) Product repair or replacement 26
j) Professional duties 26
k) Pure Financial Loss 26
l) USA or Canada products 26

Employers' Liability **27**

Coverage 27
Limit of Liability 27
Extensions 27
Compensation for court attendance 27

Injuries to Partners or Proprietors 27
Unsatisfied court judgments 27
Exclusions to Employers' Liability 27
a) Motor claims 27
b) Offshore 27

Conditions applicable to Liability Insurance 28
Employers' Liability Compulsory Insurance 28
Insured parties 28
Indemnity to Principal 28

Property Damage 29

Property Insured 29

Coverage 29
Insured Perils 29
Standard Fire and Specified Perils: 29
Other Insured Perils only if indicated in the Schedule 30

Limit of Liability 31

The Excess 31

Basis of Settlement 31
Buildings and General Contents 31
Stock and other Property Insured not specifically provided for 32
Special Provision – Stock Seasonal Increase 32
Vehicles and Trailers 32
Computer Records, documents, manuscripts and business books 33

Property Damage - Special Provisions 33

Exclusions to Property Damage 33

Property Damage Extensions 34
Accidental Damage to Glass 34
Accidental Discharge of Gas Protection Systems 34
Additional Costs 34
Buildings General Contents and Office Computers and Software – Alterations and Additions 34
Damage to Glass – Boarding Up and Temporary Glazing 35
Deterioration of Stock 35
Extinguishment Expenses 35
Public Authorities Requirements 35
Landscaped Gardens 36
Sustainable Building Materials 36
Temporary Removal – Property at Other Locations 36
Theft Damage and Lock Replacement 36
Trace, Access and Repair 36

Property Damage - Special Conditions 37
Alarm Condition 37
Electrical Inspection Condition 37
Minimum Security Standard 37
Storage in Basements / Cellars (Stillage) Condition 37
Unoccupied Premises Condition 37

All Risks 38

Property Insured 38

Coverage **38**
Limit of Liability **38**
The Excess **38**
Basis of Settlement – other than Vehicles and Trailers **38**
Exclusions to All Risks **38**
Losses from vehicles and overnight Exclusion 39
All Risks - Special Conditions **39**
Business Interruption ***40***
Definitions applicable to Business Interruption **40**
Property Insured **41**
Coverage **41**
Limit of Liability **42**
The Excess **42**
Cover 1 Gross Profit **42**
Cover 2 Gross Revenue **42**
Cover 3 Additional Increased Cost of Working **43**
Cover 4 Book Debts **43**
Cover 5 Loss of Rent **43**
Exclusions to Business Interruption **44**
Business Interruption – Special Clauses **44**
Business Interruption - Conditions **44**
Business Interruption Extensions **45**
1. Declaration Linked 45
2. Denial of Access 45
3. Food Poisoning, Infestation and Defective Sanitation 46
4. Property Stored 46
5. Public Utilities – Providers' Premises 46
6. Unspecified Customers 46
7. Unspecified Suppliers 46
8. Reinstatement of Limit 47

Loss of Licence ***48***
Definitions applicable to Loss of Licence **48**
Coverage **48**
Limit of Liability **48**
The Excess **48**
Exclusions to Loss of Licence **48**
Conditions **48**
Money and Personal Accident Assault ***50***

Subsection A - Money **50**

Definitions applicable to Money **50**
Coverage 50
Limit of Liability 50
The Excess 50
Exclusions to Money Subsection A 50
Money Subsection A Extensions 50
Damage to Safes, Strongrooms, Cash Registers and the like 51
Fraudulent Use of Credit or Debit Cards 51

Money Subsection B Personal Accident Assault **51**
Exclusions to Money Subsection B 51
Money Subsection B Conditions 51
Money Subsection B Extensions 51
Medical Expenses 52
Personal Clothing 52

Money - Special Conditions **52**

Employee Theft ***53***

Definitions applicable to Employee Theft **53**

Property Insured **53**

Coverage **53**

Limit of Liability **53**

The Excess **53**

Exclusions to Employee Theft **53**

Conditions **54**

Extensions **55**

Goods in Transit ***56***

Definitions applicable to Goods in Transit **56**

Property Insured **56**

Coverage **56**

Limit of Liability **56**

The Excess **56**

Basis of Settlement – Other than Stock, Vehicles and Trailers **56**

Exclusions to Goods In Transit **56**
Losses from vehicles and overnight Exclusion 57

Extensions to Goods In Transit **57**
Property Insured at Exhibitions 57
Damage to Packing Materials, Securing Equipment and Personal Effects 57
Transhipping, Debris Removal and Reloading Costs 57

Contractors' All Risks ***58***

Definitions applicable to Contractors' All Risks **58**

Property Insured **58**

Coverage **59**

Limit of Liability **59**

The Excess **59**

Basis of Settlement **59**

Contractors' All Risks Extensions **59**

Additional Interest 59
Automatic free reinstatement 60
Continuing Hire Charges 60
Debris Removal 60
Public Authorities 60
Expediting Expenses 60
Free Issue Materials 60
Immobilised Plant 60
Maintenance Period 60
Munitions 61
Off-site Storage 61
Plans 61
Professional Fees 61
Series Losses 61
Show Homes 61
Speculative development 61
Subrogation Waiver 62

Contractors' All Risks – Section Conditions **62**

1. Security Conditions **62**

Tools with a total replacement value of up to £20,000 for all items 62
Tools with a total replacement value of £20,000 or more for all items 62
Plant with a replacement value of up to £20,000 62
Plant with a replacement value of £20,000 or more 62
Trailers 62

Exclusions to Contractors All Risks **63**

a) Aircraft, Drones or Watercraft 63
b) Breakdown, Explosion or Misuse 63
c) Completed Works 63
d) Defective Design or Workmanship 63
e) Disappearance or Shortage 63
f) Existing Structures 63
g) High Value Property 63
h) Non-ferrous Metals 63
i) Road Vehicles or Plant 63
j) Vehicles Overnight or Unattended 64
k) Wear & Tear, Rust, Scratching etc. 64
l) Wilful or Reckless Acts 64

Commercial Legal Expenses (from Arc Legal Assistance Ltd) ***65***

Explanation of Legal Expenses Insurance **65**

Summary of the Legal Expenses policy **65**

Telephone Helplines **65**

How to make a claim **66**

Important Conditions – Legal Expenses **67**

Definitions applicable to Legal Expenses **68**

Sections of Cover **72**

Employment Disputes and Compensation Awards 72
Bodily Injury 73
Prosecution Defence for Employers and Employees 73
Data Protection and Information Commissioner Registration 74
Contract 74
Property Damage 74
Property Infringement 75
Tenant Eviction 75
Statutory Licence Protection 76
Tax Disputes 76
Jury Service 77

General Exclusions applying to Legal Expenses **77**

General Conditions applying to Legal Expenses **79**

Customer Service – Legal Expenses **81**

Claims procedures and conditions (other than Commercial Legal Expenses) ***82***

Claims Procedure and Claims Contact Details **82**

Claims Conditions **82**

Making a Complaint (other than Commercial Legal Expenses) ***83***

Enquiries **83**

Complaints **83**

Notices

Square Pegs administers your policy on behalf of The Insurer.

Complaints Procedure

It is our intention to provide you with an excellent service. However, if you are unhappy with any aspect of our service or if you wish to make any enquiry regarding this insurance policy, please contact either your insurance broker / adviser or the complaints contact as outlined in the section called Making a Complaint towards the end of this policy. Here you'll find full details of the complaints procedure.

Claims Procedure (other than Commercial Legal Expenses)

If any incident or accident occurs which might result in a claim you must immediately contact us using the contact details in the Claims Procedures and Conditions section towards the end of the policy. Here you'll find full details of how to make a claim and the steps you must follow.

Please note that the Commercial Legal Expenses section of this policy has its own claims notification procedures. You find these in the section called How To Make a Claim in the Commercial Legal Expenses section.

If you have any doubts or need help concerning an incident, accident or potential claim, you can also contact your insurance broker or adviser who will be able to provide assistance.

Privacy and Data Protection

1. **Data Protection**
   We are committed to protecting and respecting The Insured's privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which We process their personal data, for more information please visit www.castelmga.com
2. **How We Use The Insured's Personal Data and Who We Share it With**
   We may use the personal data We hold about The Insured for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. We will also use The Insured's data to safeguard against fraud and money laundering and to meet Our general legal or regulatory obligations.
3. **Sensitive Personal Data**
   Some of the personal information, such as information relating to health or criminal convictions, may be required by Us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for Us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in Our notice.
4. **Disclosure of The Insured's Personal Data**
   We may disclose The Insured's personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.
5. **The Insured's Rights**
   The Insured have the right to ask Us not to process their data for marketing purposes, to see a copy of the personal information We hold about The Insured, to have their data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Us to provide a copy of their data to any controller and to lodge a complaint with the local data protection authority.
6. **Retention**
   The Insured's data will not be retained for longer than is necessary and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with The Insured, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

If The Insured has any questions concerning Our use of their personal data, please contact The Data Protection Officer, please see website for full address details.

Compensation

The Insurer is covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the scheme if We or The Insurer are unable to meet their obligations, The Insured's entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements and eligibility is available at http://www.fscs.org.uk/

Special Notice - Legal Expenses

Legal Expenses are insured by AmTrust Europe Limited and administered by Arc Legal Assistance.
This section of the policy document is evidence of a legally binding contract of insurance between The Insured and AmTrust Europe (The Insurer).
AmTrust Europe has agreed to insure The Insured against liability loss or damage that may occur within the geographical limits of the policy during any period of insurance for which The Insured has paid or agreed to pay the premium.
The cover AmTrust Europe provide is subject to the terms, conditions and exclusions contained in this section or in any endorsement applying to this section.
Nobody other than The Insured and AmTrust has any rights that they can enforce under this contract.
AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Several Liabilities Notice

The subscribing Insurer's obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations. In witness whereof this Policy has been signed for and on behalf of The Insurers.

Signed

Stuart Dickinson ACII
Underwriter, Square Pegs,
For and on behalf of The Insurers.

Square Pegs is a trading name of Castel Underwriting Agencies Limited, authorised and regulated by the Financial Conduct Authority. Registered in England and Wales under company number 07774336 with its registered office at 33 Gracechurch Street, London EC3V 0BT.

General Conditions (Applicable to all sections of the policy other than Commercial Legal Expenses)

1. Compliance with Conditions

If a condition, term or Endorsement of this insurance requires The Insured or any other Insured Person to do or to comply with something and they have failed to do or comply with that requirement, The Insurers will not cover any claim under this insurance for any Damage, Injury or liability if the failure increased the risk of the loss which actually occurred in the circumstances in which it occurred.

2. Cancellation

This is how the insurance can be cancelled:

a. The Insurer can send The Insured fourteen (14) days' notice in writing to their last known address,
b. The Insured can cancel this insurance by making a request to The Insurer or to Us,
c. The Insured has a statutory right to cancel this insurance by writing to The Insurer or Us within fourteen (14) days of either:
   i. the date The Insured received this policy, or
   ii. the start of the Period of Insurance,
   whichever is the later.

If there have been no claims in the current Period of Insurance and The Insured can confirm that they are unaware of any claim, accident or Occurrence which could lead to a claim, The Insurer will work out a charge for the time The Insured has been covered on a proportional basis.
If The Insured cancels this insurance outside of the statutory right period, there will be an additional charge to cover the administrative cost of providing the insurance.
If The Insurer pays any claim, in whole or in part, then no refund of premium will be allowed.
If The Insured does not exercise the right to cancel the Policy, it will continue in force and The Insured will be required to pay the premium.

3. Changes in The Insured's circumstances

The Insured shall give notice to The Insurer as soon as possible if there is any alteration to the facts or matters set out in the Schedule or otherwise comprising the risk presentation, Proposal or Statement of Fact made by The Insured to The Insurer at inception, renewal or variation of the Policy.
A qualifying change or alteration may include, but is not limited to, the following:

a. prosecution of The Insured by the Health and Safety Executive,
b. the criminal conviction of a principal, director or shareholder,
c. the undertaking of an activity not previously disclosed to The Insurers,
d. a significant increase in the size or activities of the Business.

The Insurer shall be entitled to increase or reduce the premium and/or vary the terms, conditions and Exclusions of this insurance in respect of the unexpired term of this insurance to adequately reflect any alteration in the risk.
In some circumstances The Insurer may cancel the insurance in accordance with the cancellation condition above.

4. Fair Presentation

The Insured must provide to The Insurer a fair presentation of the risk in the Proposal or Statement of Fact or in any other information given at inception, renewal and variation of this policy.
This means The Insured must disclose to The Insurer:

a. every material circumstance which The Insured knows or ought to know (including matters known to those responsible for their insurance, and, if The Insured is not an individual, matters known to their senior management), or
b. sufficient information to put The Insurer on notice that The Insurer needs to make further enquiries to find out about those material circumstances, and

such disclosure must be:

a. in a manner which would be reasonably clear and accessible to The Insurer and
b. in which every material representation as to a matter of fact is substantially correct and
c. every material representation as to a matter of expectation or belief is made in good faith.

5. Failure to provide a Fair Presentation

In the event that The Insured or anyone acting on their behalf fails to provide a fair presentation of risk:

a. The Insurer may treat this policy as void and refuse all claims and recover from The Insured any sums already paid by The Insurer to The Insured in respect of claims if:
   i. such failure was deliberate or reckless, and / or
   ii. The Insurer would not have entered into this Policy on any terms if The Insured had made a fair presentation of the risk.

If The Insurer treats the policy as void, The Insurer will return the premium paid unless such failure was deliberate or reckless.

b. If The Insurer would have entered into the policy but on different terms had The Insured made a fair presentation of the risk The Insurer may:
   i. reduce proportionately the amount to be paid on any claim if The Insurer would have charged a higher premium. This reduction will be calculated by applying the percentage that the actual premium charged bears to the higher premium that would have been charged.
   ii. treat the policy as entered into on any such different terms (other than relating to the premium) that The Insurer would have entered into had The Insured made a fair presentation of risk.

6. Premium adjustments

If any part of the Premium is based on estimates provided by The Insured, The Insured shall keep an accurate record containing all relevant information and shall at any time allow The Insurer to inspect such record.
The Insured shall within sixty (60) days after the expiry of each Period of Insurance provide The Insurer with the relevant information, including but not limited to, wageroll and Turnover, as The Insurer may require.
The Premium shall then be adjusted and the difference paid by or allowed to The Insured, subject to any Minimum Premium required within thirty (30) days of receipt of The Insurer's adjusted Premium calculations.
The Insurer reserves the right to request The Insured to supply an auditor's certificate attesting to the accuracy of any information furnished to The Insurer.
Where such estimates include remuneration to Employees and / or subcontractors, the required declaration shall also include remuneration to all persons defined as Employees by this policy and subcontractors. Failure to declare such particulars to The Insurer shall entitle The Insurer to estimate, if they so wish, such particulars and to assess further premium payment due calculated on such estimated particulars.

7. Reasonable Precautions

The Insured shall take all reasonable precautions:

a) for the safety of and to avoid, prevent or minimise any Damage to the Property Insured;
b) to avoid, prevent or minimise any Injury to others or Damage to their property;
c) to prevent the sale of or supply of Products which are defective in any way which might give rise to a claim under this Policy.

The Insured shall also:

i. comply with all statutory and other obligations and regulations imposed by any authority;
ii. maintain the Premises, machinery, Plant and equipment and other services (including fire, security and safety equipment) in a satisfactory state of repair;
iii. exercise reasonable care in the selection and supervision of Employees and in the employment of competent staff;
iv. in the event of discovery of any defect or danger immediately take action to ensure such defect or danger is made good or remedied and, in the meantime, take or arrange for such additional precautions to be taken as the circumstances may require.

8. Underinsurance

Whenever a Sum Insured or section of this insurance is declared to be subject to this underinsurance condition, if the Property Insured by such item or section at the commencement of any loss, destruction or Damage is collectively of greater value than the Insurable Amount as defined in the relevant policy section, then The Insured will be considered as being their own insurer for the difference and will bear a rateable proportion of the loss.

9. Minimum Security Standard

Where any section of this insurance requires that the Minimum Security Standard is met, it is a condition that you will operate the minimum physical security standard as detailed below.

Any alternative methods of securing the Premises must be agreed in writing by The Insurer.

You must make sure these measures are put into full and effective operation when the Premises are closed for business or unattended and all keys removed to a secure place.

Any door or window designated as a fire exit by any person who is legally responsible for fire safety at the premises under current fire legislation is excluded from these requirements, however, any such doors or windows must be secured by a proprietary emergency escape mechanism.

a) Cellar trap doors

must be secured by means of a centrally positioned internal steel padlock bar secured by a padlock conforming to CEN grade 5 or higher.

b) Final exit doors

must be secured as follows;

i. Timber doors

by a mortice deadlock certified as meeting BS3621 and where the frame, or if a double door, the receiving door, has a boxed striking plate.

ii. Aluminium or UPVC framed doors

by a cylinder operated mortice deadlock. For double doors, the first closing section must have integral or surface mounted bolts which shoot into the frame at the top and the floor at the bottom of the door. The final closing section must have a cylinder operated mortice deadlock.

iii. Double leaf doors

by the first closing leaf having a multi-point security device operated by a central handle secured by a cylinder lock or, fitted at top and bottom of the leaf, flush or barrel bolts. The final closing leaf to be secured as i. or ii. above.

Alternatively, each leaf to be fastened to the other by means of a centrally positioned hardened steel padlock bar secured by a closed shackle padlock.

c) Gates, compounds and yards

All perimeter fencing / walls and gates to be of a permanent design, made of either brick, stone or metal and be at least six (6)ft / one point eight (1.8)m high.

Gates and other entrances to compounds and yards must be secured by:

i. a hook bolt mortice deadlock, or
ii. a closed-shackle padlock conforming to CEN grade 5 or higher together with a heavy-duty locking bar or chain,

or have twenty-four (24)-hour security guards in situ.

d) Internal doors

Doors leading to areas of the premises not occupied by you, common areas, or to other premises, must be secured by:

i. the means set out in b) above, or
ii. secured internally by lockable bolts or key operated mortice rack bolts fitted at the top and bottom of the door.

e) Opening roof lights

must be secured using a proprietary fastening device.

f) Roller shutters and garage doors

i. Electrically operated roller shutters

must be secured by a key operated isolation switch to the electricity supply to the controls. Where this is not fitted then one of the measures for manually operated roller shutters must be installed.

ii. Manually operated roller shutters

must be secured by;

a. key-operated pinson or bullet locks, or
b. a bolt to the shutter door internally with the bolt engaging into the door runner and padlocked into position using a padlock conforming to CEN grade 5 or higher.
c. an external closed-shackle padlock conforming to CEN grade 5 or higher together with a heavy-duty locking bar.

iii. Garage Doors

must be secured by;

a. key-operated pinson or bullet locks,
b. a bolt to the shutter door internally with the bolt engaging into the door runner and padlocked into position using a padlock conforming to CEN grade 5 or higher,

c. an external closed-shackle padlock conforming to CEN grade 5 or higher together with a heavy-duty locking bar.

g) Windows

All opening basement and ground floor windows or opening upper storey windows which can be reached by a person standing on adjacent or adjoining lower storey roofs or other structural features must be:

i. secured by a window lock or lockable fastening device,
ii. screwed permanently shut from the inside,
iii. protected by solid steel bars, weld mesh or expanded metal grilles securely fixed to brickwork surrounding the window.

Other General Conditions

10. Relevant law

Unless otherwise agreed by The Insurer and The Insured, this policy shall be subject to and construed solely in accordance with the relevant law of that part of the UK applicable to the registered address, or principal place of business, of The Insured.
Any dispute between the parties concerning this insurance, or the interpretation of the terms of this policy, shall be resolved by the courts of that same part of the UK.
If there is any dispute as to which law applies, it will be the law of England and Wales.

11. Fraudulent Claims

If The Insured or anyone acting on their behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect:

a) this insurance will become invalid;
b) The Insurer will have no liability to pay the fraudulent claim and will be entitled to recover any payments which have been made in respect of the fraudulent claim;
c) The Insurer will have the option to treat the insurance as having been terminated at the time of the fraudulent act and need not return premium;
d) The Insurer will remain liable for legitimate losses before the fraudulent claim.

The Insurer may also contact the Police and/or relevant authority(ies) in relation to possible criminal proceedings.

12. Compulsory Insurance

If, under the law of any country in which this insurance covers The Insured, The Insurer has to settle a claim which The Insurer would not otherwise have paid, The Insured, or the person who made the claim, must pay this amount back to The Insurer.

13. Duplicate Insurance

If there is other insurance in force which covers the same loss, Damage or liability as this insurance, The Insurer will only pay any amount over that provided by the other insurance. This condition does not make The Insurer responsible for any amount The Insurer would not otherwise have paid under this insurance.

14. Transferring the Policy

The Insured cannot transfer this insurance to anyone else.

15. Contract (Rights of Third Parties) Act

This insurance does not give rights to any person other than The Insured unless The Insurer says differently elsewhere in this document.
No rights to enforce any term of this insurance under the Contracts (Rights of Third Parties) Act 1999 are given to any person who is not a party to this insurance, but this does not affect any right or remedy of any such person that arises apart from that Act.

16. Payment of the Limit of Liability

The Insurer may at their discretion at any time pay the Limit of Liability or a lesser amount for which a claim can be settled, provided that:

a. any sum already paid shall be deducted;
b. The Insurer shall have no further liability, except for the payment of costs and expenses incurred prior to the date of payment;
c. the Limit of Liability stated in the Schedule or elsewhere in this insurance is sufficient to allow it.

17. The Excess

The Insurer shall not be liable for the amount of the Excess stated in the Schedule or elsewhere in this insurance.

18. Interpretation

In this insurance:

a. reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time, whether before or after the date of the inception of this policy;
b. reference to any statutory or other body shall include the successor to that body;
c. words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders;
d. if any term, condition, exclusion or Endorsement, or part thereof is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

19. Multiple Insureds

Where there is more than one party insured by this insurance, the insurance will apply separately to each of the insured parties in a like manner and to the same extent as if a separate insurance had been issued to each of them, provided:

a. the Sums Insured, Limits of Liability or any other limit of indemnity or restriction on the amount of The Insurer's liability stated on the Schedule or elsewhere in this insurance will apply as a maximum, irrespective of the number of parties entitled to indemnity;
b. all parties entitled to indemnity shall be treated as one party or legal entity, so that there will be only a single contract of insurance between The Insurer as one party and all of the insured parties entitled to indemnity as the other party;

The Insurer agrees to waive their rights of subrogation against any party indemnified by virtue of this clause.

20. Liquidation

This insurance shall be avoided and of no effect in the event that either:

a. the Business is wound up or carried on by a liquidator,
b. the Business is permanently discontinued,
c. The Insured's interest ceases, otherwise than by death.

21. Maximum Liability

Unless stated otherwise, The Insurer's liability in any one Period of Insurance shall not exceed the total Sum Insured, Limit of Liability or any other stated limit of indemnity or restriction in respect of any one individual item as stated in the Schedule or elsewhere in this insurance.

22. Sanctions

The Insurer will not provide cover and not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose The Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

23. Application of Sublimits Endorsement

a. Application To Insured Interests. Each sublimit stated in the Schedule or elsewhere in this insurance applies as part of, and not in addition to, the overall Limit of Liability for an occurrence insured hereunder. Each sublimit is the maximum amount recoverable for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.
b. Application Within Perils. If insured under this insurance, any sublimit for earthquake, earth movement, flood, windstorm, named storm, or named windstorm is the maximum amount recoverable for all insured loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. If flood occurs in conjunction with a windstorm, named storm, named windstorm, earthquake or earth movement, the flood sublimit applies within and erodes the sublimit for that windstorm, named storm, named windstorm, earthquake or earth movement.

This endorsement takes precedence over and, if in conflict with any other wording in the contract bearing on the application of sublimits, replaces that wording.

General Exclusions (applying to all sections of the policy other than Commercial Legal Expenses)

These Exclusions apply to all sections of this insurance in addition to any Exclusions appearing in the particular sections or any Endorsement (unless otherwise stated).

The Insurer will not cover:

Asbestos (not applicable to Liability Insurance)

a) A. This policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:
fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.
This coverage is subject to each of the following specific limitations:

i. The said building or structure must be insured under this policy for damage by that Listed Peril.
ii. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
iii. The Insured must report to The Insurer the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this policy does not insure any such damage first reported to The Insurer more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
iv. Insurance under this policy in respect of asbestos shall not include any sum relating to:
a) any faults in the design, manufacture or installation of the asbestos;
b) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

B. Except as set forth in the foregoing Section A, this policy does not insure asbestos or any sum relating thereto.

[LMA501914/09/2005]

Biological or Chemical Materials

b) Loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Communicable Disease (not applicable to Employers' Liability)

c) 1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove monitor or test:
2.1 for a Communicable Disease, or
2.2 any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

[LMA5393]

Cyber and Data Exclusion (not applicable to Employers' Liability)

d) 1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
1.1 Cyber Loss;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:

   Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

   6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

   6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:

   7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

   owned or operated by The Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

[LMA5401]

Existing Circumstances

e) Claims arising out of matters or circumstances which:
   i. The Insured knew about before the Period of Insurance;
   ii. might reasonably have been expected to give rise to a claim.

Microorganisms (not applicable to Liability Insurance)

f) This policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

   mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

   This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

   This Exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

   [LMA5018 14/09/2005]

Other Policies

g) Damage to property which at the time of the Damage is also covered by any other insurance (or would be covered were it not for a clause of similar intent to this one in such other insurance), other than any excess beyond the amount which would have been payable under such other insurance had this insurance not been in force.

Pollution and Contamination (not applicable to Liability Insurance)

h) Damage caused by pollution or contamination, other than Damage to Property Insured under the Property Damage section of this insurance:

i. caused by pollution or contamination which itself was caused by an Insured Peril (other than Insured Peril 10 Accidental Damage),
ii. caused an Insured Peril (other than Insured Peril 10 Accidental Damage) which itself was caused by pollution or contamination,

provided cover is in force under the Property Damage section and not otherwise excluded.

Punitive Damages, Fines and other Penalties

i) Any:
   i. award of punitive damages, exemplary damages or multiplication of compensatory damages,
   ii. fines, penalties, or similar awards or sanctions of any kind,
   iii. liquidated damages, penalties for delay or non-completion or in connection with guarantees of performance or efficiency.

Radioactive Contamination

j) Damage to any property whatsoever or any loss or expense whatsoever resulting or arising from ionising radiation or contamination by radioactivity from any nuclear assembly or nuclear component of it or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it, or any consequential loss directly or indirectly caused by or contributed to by or arising therefrom.

Sonic Bangs

k) Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Transmission and Distribution Lines (not applicable to Liability Insurance)

l) This insurance excludes losses in respect of overhead transmission and distribution lines and their supporting structures other than those on or within 150 metres (or 500 feet) of the insured premises.
It is understood and agreed that public utilities extension and/or suppliers extension and/or contingent business interruption coverages are not subject to this exclusion, provided that these are not part of a transmitters' or distributors' policy.

[LSW1634]

War and Terrorism

m) Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
(a) war, invasion, acts 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
(b) any act of terrorism.
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
This endorsement also excludes loss, 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 (a) and/or (b) above.
If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

[NMA2918 08/10]

The Terrorism exclusion shall not apply to:
1. Employers' Liability,
2. any Terrorism Extension,

when insured by this policy.

General Definitions (applicable to all sections of the policy other than Commercial Legal Expenses)

These general definitions apply to all sections of this insurance (other than Commercial Legal Expenses), unless otherwise stated.
Any word or expression defined here shall bear such meaning wherever it appears in this insurance.
There are also definitions particular to individual sections of the policy, which can be found at the beginning of the relevant section.

Ancillary Computer Equipment
Equipment solely used for the suitable operation of Computer Equipment, including air conditioning equipment, generating equipment, voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat and smoke detection equipment, fire suppression equipment and computer room partitioning and racking.

Asbestos
Asbestos, asbestos dust or fibres or any materials containing asbestos.

Buildings
1. Buildings situated at the Premises;
2. Landlord's fixtures and fittings in and on the said buildings;
3. Tenant's improvements;
4. Outbuildings, extensions, annexes, gangways, staircases, yards, car parks, pavements and forecourts at the Premises;
5. Walls, gates and fences;
6. Services which shall mean telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like extending from the buildings to the perimeter of the Premises or to the public mains;
7. Glass;

which are the property of The Insured or for which The Insured is legally responsible.

Business
1. The Insured's business described in the Schedule, conducted at or from premises in the Territorial Limits;
2. the ownership, repair and maintenance of The Insured's property;
3. any canteen, medical, social or sports activities or facilities for Employees, charity events The Insured hosts and firefighting or first aid facilities The Insured operates;
4. any private work undertaken with The Insured's consent by an Employee for any of The Insured's directors, officers, business partners or Employees.

Computer Equipment
Computer hardware, peripheral equipment and Ancillary Computer Equipment (including any related wiring and telecommunications equipment) the property of The Insured or held by them in trust for which The Insured is legally responsible.

Computer Records
All current and back-up computer data, programs and records.

Damage
Loss of, or damage to, tangible property.
For Liability Insurance it will also include nuisance, trespass, obstruction or interference with any right of way, light, air or water.

Employee
The following whilst they are working on The Insured's behalf in connection with the Business:
1. any person under a contract of service or apprenticeship with The Insured;
2. any labour master or any person supplied by them;
3. any labour only sub-contractor or any person supplied by them;
4. any self-employed person working for and under the control of The Insured;
5. any person hired or borrowed by and under the control of The Insured;
6. any person undertaking study or work experience or on a government training scheme or similar;
7. any outworker or home worker, employed under a contract to personally carry out work in connection with the Business;
8. any volunteer;
9. where The Insured is a limited company, any of The Insured's directors.

This definition of Employee does not apply to Commercial Legal Expenses.

Endorsement
A change in the terms or conditions of the insurance. Any applicable endorsement will appear in the Schedule or be issued separately.

Excess
The amount The Insured must pay towards any claim under this insurance.

General Contents
Machinery, Plant, equipment, Computer Equipment, furniture, fixtures, fittings, alterations and decorations and all other contents, the property of The Insured or held by them in trust for which The Insured is legally responsible, whilst contained within the Premises to which this insurance applies excluding:

a. Buildings,
b. Computer Records, except for an amount not exceeding £25,000 in respect of the value of the data media together with the cost of the clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein),
c. documents, manuscripts and business books, except for an amount not exceeding £10,000 in respect of the value of the materials as stationery together with the cost of the clerical labour expended in reproducing such documents, manuscripts and business books,
d. patterns, models, moulds, plans and designs, except for an amount not exceeding £25,000 in respect of the value of the materials together with the cost of labour expended in reinstatement,
e. the personal belongings (including personal electronic devices, tools, clothing and pedal cycles) of Employees, directors, partners and visitors, except for an amount not exceeding £1,500 in respect of any one person,
f. wines, spirits, cigarettes, tobacco and e-cigarette goods, except for an amount not exceeding £1,500 in respect of any one Premises.

Glass

1. fixed glass, mirrors and light fittings in or at the Premises;
2. sanitary ware;
3. window alarm foil, ornamental glass, lettering and silvering;
4. fixed signs including neon signs being the property of The Insured or for which The Insured is responsible.

Injury
bodily injury, death, disease, illness, mental anguish, mental injury, shock, wrongful accusation of shop-lifting, wrongful detention or arrest, or false imprisonment.

Insured Person
Any partner, director or Employee of The Insured working in the Business or any other person as stated in this insurance.

Intruder Alarm System
The intruder alarm system at the Premises including all lines and equipment used to transmit the signals to and from the Premises.

Keyholder
Any person or keyholding company authorised by The Insured who is always available when the Intruder Alarm System is set to accept notification of faults or alarm signals or messages
relating to the Intruder Alarm System.

Limit of Liability
The Insurer's maximum liability which in any one Period of Insurance which shall not exceed the total Sum Insured or in respect of any one individual item, its Sum Insured in the Schedule or any other stated limit of liability or limit of indemnity.

Maintenance Agreement
A maintenance rental hire or lease agreement which provides a minimum service of on-call remedial and / or corrective maintenance.

Money
Any bank notes, bankers' drafts, bills of exchange, cash, cheques, consumer redemption vouchers, credit company sales vouchers, credit, debit and charge cards, currency, current postage stamps, gift tokens, giro cheques and drafts, luncheon vouchers, money orders, postal orders, Premium Bonds, trading stamps, unused units in franking machines or VAT purchase invoices.

Occurrence
An accident or event, including continuous or repeated exposure to substantially the same general conditions, which results in Injury or Damage where such Injury or Damage is neither expected nor intended by The Insured or any Insured Person.

Office Computers and Software
a. Computer Equipment;
b. Ancillary Computer Equipment;
c. Computer Records;
d. Computer software and programs.

Period of Insurance
The period of time during which this insurance covers The Insured as shown in the Schedule.

Plant
Any item of construction, agricultural, forestry or processing machinery or plant including, but not limited to:
Chippers;
Diggers;
Excavators;
Mobile Elevated Working Platforms;
Stump grinders;
Telehandlers;
Trailers.

Premises
The location(s) as stated in the Schedule or in any Endorsement, that are used by The Insured for the purposes of the Business.

Product
Any tangible property after it has left The Insured's or an Insured Person's custody or control which has been altered, built, constructed, designed, distributed, hired-out, installed, manufactured, processed, repaired, serviced, sold, supplied, treated or worked on by The Insured or on The Insured's behalf in connection with the Business, including any contract works away from the Premises.

Professional Duties
Designs, plans, specifications, formulae, reports, testing, certification, directions, training or advice prepared or given by The Insured or on The Insured's behalf.

Proposal
Any Statement of Fact, proposal form, declaration or other information supplied by The Insured or on The Insured's behalf in connection with this insurance.

Pure Financial Loss
Any loss not resulting from Injury or Damage.

Sanitary Fittings
Fixed items of sanitary ware, the property of The Insured, or for which The Insured is responsible, situated within the Premises.

Schedule
The insurance document forming part of this insurance listing The Insured's details and which provides details of the sections of this insurance document which apply and other information specific to The Insured and this insurance.

Statement of Fact
A form of record recording the statements made and information given by The Insured or on The Insured's behalf in connection with this insurance and which constitutes the basis of the insurance contract.

Stock
Stock in trade and work materials, work in progress, customer goods and finished goods (including telephone cards, lottery tickets, scratch cards and postage stamps intended for sale).

Sum Insured
The total value at risk applicable to a particular item or section of this insurance as stated in the Schedule.

Tenant's Improvements
All tenant's improvements, alterations, additions and decorations belonging to The Insured or for which The Insured is responsible.

Territorial Limits
The UK.

The Insured
The insured person, company, business partnership or firm named in the Schedule.

The Insurer
The insurance company or companies named as such in the Schedule.

Trailer
Any un-motorised vehicle or caravan and its contents (designed to be pulled behind a motor vehicle) belonging to The Insured or held in trust by The Insured whilst on The Insured's premises.

Transit
In the course of being:
1. conveyed by, or temporarily housed in or upon a land vehicle or trailer, owned or operated by The Insured;
2. conveyed by, or in the charge of a carrier (not being The Insured) for the purpose of transportation through any means by that carrier;
3. conveyed by any other means of transit agreed by Endorsement to this Policy;
4. loaded onto or unloaded from the means of conveyance described in any of the above anywhere within the Territorial Limits.

UK
The United Kingdom being England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Unattended
Not under the direct supervision of an authorised person who is either inside, on or close enough to have a reasonable prospect of deterring or attempting to prevent any interference with or theft from the Property Insured, Plant or Vehicle as may be applicable.

Unoccupied
Any buildings or any portions of the building which are wholly empty, mainly empty or not in use by The Insured or any of The Insured's tenants for more than 30 consecutive days.

Vehicle
Any motor vehicle and its contents, parts and accessories owned by The Insured or held in trust by The Insured to the extent that they are not otherwise insured.

We, Us, Our
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Liability Insurance

Definitions applicable to Liability Insurance

Claimants Costs and Expenses

Costs and expenses of claimants for which The Insured is legally liable and which may be the subject of indemnity under this section of the insurance.

Defence Costs

a) all costs, fees and expenses incurred (with The Insurer's prior consent) by The Insured in the defence or settlement of any claim under this insurance;
b) any costs arising out of their representation at any Coroner's Inquest or Fatal Accident Inquiry and costs arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may give rise to a claim which would be covered by this insurance;
c) any costs incurred by The Insured arising out of any prosecution under the UK Health and Safety at Work Act 1974, the Health and Safety at Work (Northern Ireland) Order 1978 and/or the UK Corporate Manslaughter and Corporate Homicide Act 2007 (and/or legislation of similar effect),

excluding any fines or penalties imposed as a consequence of such a prosecution or for any prosecution costs.

Public Liability

Coverage

The Insurer will indemnify The Insured against all sums that The Insured becomes legally liable to pay as compensation for:

1. Injury to any person,
2. Damage to property,

resulting from an Occurrence during the Period of Insurance within:

3. the Territorial Limits,
4. another territory, provided:
    a) liability arises out of a visit or activities there by The Insured or an Insured Person in connection with The Business, and
    b) The Insured is normally domiciled in the Territorial Limits.

The Insurer will also pay Claimant's Costs and Expenses and Defence Costs incurred with The Insurer's consent and relating to matters which may be the subject of indemnity under this sub-section.

Limit of Liability

The Insurer will not pay more than the Public Liability Limit of Liability stated in the Schedule for compensatory damages in respect of any one Occurrence or series of Occurrences arising from one cause.
Claimants Costs and Expenses and Defence Costs will be payable in addition to the Public Liability Limit of Indemnity, other than in respect of any claim brought in the United States of America, any territory within its jurisdiction or the Dominion of Canada, where the Limit of Indemnity shall be the maximum amount payable including Claimant's Costs and Expenses and Defence Costs.

The Excess

The Insurer shall not indemnify The Insured for the amount of the Excess as specified in the Schedule.

Extensions to Public Liability

Compensation for Court Attendance

In the event of The Insured or any Insured Person attending court as a witness at The Insurer's request in connection with a claim under this sub-section The Insurer will provide compensation at the rate of £250 per day and subject to a total of not more than £10,000 in the Period of Insurance.

Damage to Leased or Rented Premises

Notwithstanding exclusion i) of this sub-section The Insurers will indemnify The Insured in respect of legal liability for Damage to premises (or fixtures or fittings thereof) hired, leased or rented to The Insured provided that:

a) this extension shall not apply to liability arising under any agreement unless legal liability would have attached to The Insured in the absence of such agreement;
b) the cause of the Damage is not of a type which an agreement states must be insured against by the hirer, lessee or tenant.

Data Protection Act 2018

The Insurer will cover compensation payments that have to be made for Injury or Damage arising under the Data Protection Act 2018, excluding:

a) Injury or Damage resulting from any deliberate, wilful or reckless act or omission by The Insured or an Insured Person,
b) the costs and expenses of rectifying, rewriting or erasing Computer Records.

The total amount payable including Claimants Costs and Expenses and Defence Costs under this Extension in the aggregate for all claims in any one Period of Insurance is £250,000.

Defective Premises Act

The Insurer will cover compensation payments that have to be made for Injury or Damage arising under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any Premises which The Insured owned and has disposed of, excluding the cost of rectifying any defect or alleged defect in the Premises.

Employees and Visitors Personal Belongings

The Insurer will indemnify The Insured in respect of their legal liability for Damage to the Vehicles, Trailers and personal belongings of The Insured's directors, partners, Employees, customers and visitors which are in The Insured's custody or control excluding Damage to property:

a) loaned, leased, hired or rented to The Insured,
b) stored or transported for a fee or other consideration,
c) in The Insured's custody or control for the purpose of being worked on.

Overseas Personal Liability

The Insurer will indemnify The Insured or any Insured Person and any of their family members accompanying them whilst outside the Territorial Limits in connection with the Business against their legal liability incurred in a personal capacity, excluding:

a) claims arising out of the ownership or tenure of any land or building,
b) claims covered by any other insurance or which would be covered but for the existence of this insurance.

Motor Contingent Liability

Notwithstanding exclusion g) below of this sub-section The Insurer will indemnify The Insured against their legal liability arising from the use of any motor vehicle not belonging to or provided by The Insured and being used in the course of the Business anywhere in the Territorial Limits, excluding:

a) Damage to the vehicle,
b) claims that arise from The Insured driving the vehicle,
c) claims that arise from someone driving with The Insured's consent who, to The Insured's knowledge, does not hold a licence to drive such a vehicle, unless they have held and are not disqualified from holding or obtaining such a licence,
d) claims arising from vehicles used in connection with the motor trade.

If there is other insurance in force that covers the same liability or circumstances as this insurance, The Insurer will only pay any amount in excess of that that provided by the other insurance.

Exclusions to Public Liability

The Insurer will not cover:

a) Aircraft or watercraft
claims arising out of the ownership, possession or use by The Insured, an Insured Person or on The Insured's behalf of any aircraft, hovercraft, offshore installation, offshore rig, offshore platform or watercraft, other than watercraft not exceeding ten (10) metres in length whilst being used on inland waterways,

b) Asbestos
claims arising out of Asbestos or the cost of removing nullifying or cleaning up Asbestos,

c) Employers or Products Liability claims
claims which are covered by Employers' Liability or Products Liability or would be covered if The Insured had valid cover under those sub-sections, regardless of whether those sections are in force,

d) Gradual pollution
claims arising out of pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property that is not the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of Insurance,

e) JCT liabilities
liability for Damage against which The Insured has to take out insurance under clause 21.2.1 / 6.5.1 of the Joint Contracts Tribunal Conditions of Contract or a clause of similar intent in any version of such conditions,

f) Motor claims
claims arising out of the ownership, possession or use by The Insured, an Insured Person, or on The Insured's behalf, of any vehicle or trailer for which compulsory insurance or security is required by legislation, but this will not exclude claims:
i. arising out of the use of any tool or plant forming part of, or attached to, or used in connection with, the motor vehicle or trailer in circumstances where compulsory insurance or security is not required,
ii. arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any vehicle or trailer, except where cover is provided by any motor insurance,
iii. arising out of any vehicle or trailer temporarily in The Insured's custody or control for parking in circumstances where compulsory insurance or security is not required by any road traffic legislation,

g) Professional duties
claims arising out of any negligent act, error, omission, or malpractice made or alleged to have been made by The Insured or on The Insured's behalf in the provision of Professional Duties undertaken separately for a fee,

h) Property belonging to The Insured or in their care
Damage to The Insured's property (which includes property owned by The Insured, leased to The Insured, hired by The Insured, under hire purchase by The Insured, on loan to The Insured, held in trust by or for The Insured or otherwise in The Insured's care, custody or control),

i) Pure Financial Loss
claims for Pure Financial Loss.

Products Liability

Coverage

The Insurer will indemnify The Insured against all sums that The Insured becomes legally liable to pay as compensation for:
1. Injury to any person,
2. Damage to property,

resulting from an Occurrence during the Period of Insurance arising out of or in connection with a Product.
The Insurer will also pay Claimant's Costs and Expenses and Defence Costs incurred with The Insurer's consent and relating to matters which may be the subject of indemnity under this sub-section.

Limit of Liability

The Insurer will not pay more the Products Limit of Liability stated in the Schedule for all claims against The Insured arising from Occurrences during the Period of Insurance.
Claimants Costs and Expenses and Defence Costs will be payable in addition to the Liability Limit of Indemnity, other than in respect of any claim brought in the United States of America, any territory within its jurisdiction or the Dominion of Canada where the Limit of Indemnity shall be the maximum amount payable including Claimant's Costs and Expenses and Defence Costs.

The Excess

The Insurer shall not indemnify The Insured for the amount of the Excess as specified in the Schedule.

Extensions to Products Liability

Compensation for Court Attendance

In the event of The Insured or any Insured Person attending court as a witness at The Insurer's request in connection with a claim under this sub-section The Insurer will provide compensation at the rate of £250 per day and subject to a total of not more than £10,000 in the Period of Insurance.

Consumer Protection Act and Food Safety Act Legal Costs

The Insurer will indemnify The Insured for costs incurred by The Insured arising out of any prosecution under:
1. Part 2 of the Consumer Protection Act 1987 or the Consumer Protection (Northern Ireland) Order 1987 the General Product Safety Regulations 2005 or related product safety legislation,
2. Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990 or the Food Safety (Northern Ireland) Order 1991,

resulting from an offence alleged to have been committed during the Period of Insurance in connection with the Business, excluding:
a) any proceedings or appeals resulting from any deliberate, wilful or reckless act or omission by The Insured or an Insured Person,
b) costs or expenses covered by any other policy, or which would be covered but for the existence of this extension.

Professional Indemnity – Injury and Damage Only

If Professional Indemnity Injury and Damage is indicated as Insured in the Schedule, subject to the terms, conditions, Exclusions, Limits of Liability and Endorsements of this insurance, Product as defined in this policy will include The Insured's Professional Duties, notwithstanding exclusions g) and k) of Exclusions to Products Liability.
The Insurer will not pay more the Professional Indemnity Injury and Damage Limit of Liability stated in the Schedule for all claims against The Insured arising from Occurrences during the Period of Insurance.
The Insurer will not cover any claim or claims arising from Professional Duties performed or commenced prior to the inception of this insurance, or its original inception date, if it has been subsequently renewed without a break in cover.

Exclusions to Products Liability

The Insurer will not cover:

a) Aircraft or offshore products
claims arising out of any Product which, to The Insured's knowledge, is intended to be used in the structure, machinery or controls of any aircraft, other aerial device, hovercraft, offshore installation, offshore rig, or offshore platform,

b) Asbestos
claims arising out Asbestos or the cost of removing nullifying or cleaning up Asbestos,

c) Contractual liability
claims arising under a contract or agreement where The Insured's liability only arises because of said contract or agreement and would not have arisen if the contract or agreement had not been entered into,

d) Employers or Public Liability
claims which are covered by Employers' Liability or Public Liability or would be covered by if The Insured had valid cover under those sections and whether or not those sections are in force,

e) Gradual pollution
claims arising out of pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property that is not the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of Insurance,

f) Inefficacy (limited)
claims arising out of the failure or alleged failure of any Product to work, perform or operate properly, or because of its unsuitability or alleged unsuitability for the function to which it was employed, unless it is due to an unintentional defect or error in the manufacturing or installation of the Product,

g) JCT liabilities
liability for Damage against which The Insured has to take out insurance under clause 21.2.1 / 6.5.1 of the Joint Contracts Tribunal Conditions of Contract or a clause of similar intent in any version of such conditions,

h) Product recall
claims, cost or expense arising from the recall of any Product or part of any Product,

i) Product repair or replacement
claims for the cost of the repair, reconditioning, removing, re-applying, rectifying or replacement of any Product or part of any Product, which is defective or alleged to be defective, other than claims for Damage to:
   i. Products supplied under a separate contract,
   ii. Motor Vehicles where the claim is as a direct result of mechanical work on the Vehicle undertaken by The Insured, an Insured Person or on The Insured's behalf,

j) Professional duties
claims arising out of any negligent act, error, omission, or malpractice made or alleged to have been made by The Insured or on The Insured's behalf in the provision of Professional Duties undertaken separately for a fee,

k) Pure Financial Loss
claims for Pure Financial Loss,

l) USA or Canada products
claims arising out of any Product which, to The Insured's knowledge, is to be delivered to the United States of America or Canada unless The Insured has informed The Insurer in the Statement of Fact or Proposal for this insurance and The Insurer has agreed to cover these claims.

Employers' Liability

Coverage

The Insurer will indemnify The Insured against all sums that The Insured becomes legally liable to pay as compensation for Injury to any Employee which occurs during the Period of Insurance where such Injury arises out of and in the course of their employment by The Insured in the Business and is sustained in:

1. the Territorial Limits, or
2. another territory as a result of a visit there by the Employee,
   provided that:
   a) the Employee is normally domiciled in the Territorial Limits;
   b) the action for damages is brought against The Insured in a court of Law in the Territorial Limits;
   c) The Insurer will not be liable for any amount payable under any workman's compensation, social security, health insurance or similar legislation;
   d) The Insurer will not be liable for any medical or repatriation costs.

The Insurer will also pay Claimant's Costs and Expenses and Defence Costs incurred with The Insurer's consent and relating to matters which may be the subject of indemnity under this sub-section.

Limit of Liability

The Insurer will not pay more than the Employers Liability Limit of Liability stated in the Schedule for compensatory damages in respect of any one Occurrence or series of Occurrences arising from one cause including Claimants Costs and Expenses and Defence Costs.

Terrorism and Asbestos sub-limit

In respect of claims arising out of an Act of Terrorism or Asbestos The Insurer will not pay more than £5,000,000 for compensatory damages in respect of any one Occurrence or series of Occurrences arising from one cause including Claimants Costs and Expenses and Defence Costs.

Extensions

Compensation for court attendance

In the event of The Insured or any Insured Person attending court as a witness at The Insurer's request in connection with a claim under this sub-section The Insurer will provide compensation at the rate of £250 per day and subject to a total of not more than £10,000 in the Period of Insurance.

Injuries to Partners or Proprietors

In respect of Employers' Liability, the General Definition of Employee will include any partner in, or proprietor of, the Business.

The Insurers will only pay claims in accordance with the terms, conditions, exclusions, limits of liability and Endorsements of the insurance and where:

a. the Injury giving rise to the claim is sustained by a partner or proprietor whilst working in connection with the Business;
b. another Employee of The Insured or partner in or proprietor of the Business is legally liable for the Injury;
c. the salaries, wageroll or payments to said partners or proprietors have been included in The Insured's estimates provided for the premium calculation of the Employers Liability section of this insurance.

Unsatisfied court judgments

If an Insured Person obtains a judgment in a court of law in the Territorial Limits for damages against any person or company other than The Insured for an Injury occurring during the Period of Insurance in connection with the Business and the judgment remains unsatisfied for six (6) months, The Insurer will cover the amount of the outstanding damages and costs awarded. The Insurer will not provide cover if there is an appeal outstanding.

If The Insurer makes a payment under this extension The Insured Person must assign the judgment to The Insurer.

Exclusions to Employers' Liability

The Insurer will not cover claims arising out of:

a) Motor claims
   circumstances where any road traffic legislation requires compulsory insurance or security,

b) Offshore
   work on, or visits to, any offshore rig, installation or platform.
   This applies from the time of embarkation onto any kind of transport at the point of final departure to the offshore rig, installation or platform until disembarkation from the transport from the offshore rig, installation or platform onto land.

Conditions applicable to Liability Insurance

Employers' Liability Compulsory Insurance

The cover given by the Employers Liability sub-section of this insurance is in accordance with the provisions of UK law relating to compulsory insurance of liability to Employees.
If this insurance contains any terms which are prohibited by such law they will be disregarded when determining The Insurer's liability to make a payment.
If The Insured has failed to comply with any term of this insurance and The Insurer has to pay any sum because of the compulsory insurance law, then The Insured must pay this amount back to The Insurer.

Insured parties

Indemnity to Principal

At The Insured's request, The Insurer will also indemnify any of the following in respect of matters which may be the subject of indemnity under this Liability section:

1. an Insured Person,
2. the officers, committee and members of The Insured's canteen, medical, social, charity, firefighting and first aid organisations in their capacity as such,
3. any principal for liability for which The Insured would have been entitled to indemnity under this insurance had the claim had been made against The Insured and where such claim arises out of work carried out by The Insured under a contract or agreement with the principal,

In the event of the death of The Insured, an Insured Person or anyone indemnified by virtue of this clause, The Insurer will deal with any claim made against their estate or personal representatives.

Property Damage

This section is subject to General Condition 8. Underinsurance
For details of the Insurable Amount see Basis of Settlement below.

Property Insured

The following property of The Insured or for which The Insured is legally responsible at the Premises or in open compounds or yards forming part of the Premises:

1. Buildings;
2. General Contents;
3. Stock;
4. Vehicles and Trailers;
5. Other property or interests,

all as defined herein and described in the Schedule.

Coverage

If any of the Property Insured suffers Damage at the Premises by any of the Insured Perils, The Insurer will in accordance with the provisions of the insurance, pay to The Insured the amount of loss or at The Insurer's option, reinstate or replace such Property up to the limit shown in the Schedule.

Insured Perils

The following are the Insured Perils if so indicated in the Schedule:

Standard Fire and Specified Perils:

1. Fire, earthquake, lightning, explosion or aircraft

Damage by Fire, earthquake, lightning, explosion, aircraft or other aerial devices (or articles dropped therefrom), excluding Damage:

a. to Property Insured caused by it undergoing any process involving the application of heat,
b. caused:
   i. by the explosion, collapse or bursting of any boiler, economiser or other vessel, machine, Plant or apparatus,
   ii. to any boiler, economiser or other vessel, machine, Plant or apparatus by its explosion, collapse or bursting,

other than such equipment used for domestic purposes only or subsequent Damage which itself results from a cause not otherwise excluded.

2. Riot, civil commotion, or malicious damage

Damage by riot, civil commotion or malicious damage including Damage by strikers, locked-out workers or persons taking part in labour disturbances, excluding Damage:

a. arising from confiscation, requisition or destruction by order of the government or any public authority,
b. arising from cessation of work,
c. in the course of theft or attempted theft,
d. in respect of any building which is empty or not in use directly caused by malicious damage, unless the Unoccupied Premises conditions are met.

3. Storm

Damage by storm excluding Damage:

a. caused by frost, subsidence, ground heave or landslip,
b. to fences, gates and moveable property in the open,
c. by flood from watercourses,
d. caused by gradual water ingress.

4. Escape of water

Damage by escape of water or other fluids from any tank, apparatus or pipe, excluding Damage:

a. by water discharged or leaking from an automatic sprinkler installation,
b. in respect of any building which is empty or not in use, unless the Unoccupied Premises conditions are met.

5. Impact

Damage by impact by any vehicle or animal including any fork lift truck or other industrial vehicle.

6. Sprinkler leakage

Damage by sprinkler leakage, excluding Damage:

a. by freezing in any building which is Unoccupied,
b. by heat caused by fire.

Other Insured Perils only if indicated in the Schedule

7. Flood from watercourses

Damage by flood from watercourses, excluding Damage:

a. attributable solely to change in the water table level,
b. to fences, gates and moveable property in the open.

8. Theft

Damage by theft or attempted theft, excluding theft:

a. not involving forcible and violent entry to or exit from that part of the Premises occupied by The Insured in connection with the Business,
b. not involving actual or threatened assault or violence or use of force against The Insured, an Insured Person or any other person lawfully on the Premises,
c. from any part of the Premises not occupied by The Insured in connection with the Business,
d. of movable Property Insured from the open or any outbuilding,
e. of Money.

9. Subsidence, ground heave or landslip

Damage by subsidence, ground heave or landslip, excluding Damage:

a. arising from the settlement or movement of made-up ground,
b. arising from coastal or river erosion,
c. arising from the construction, demolition, structural alteration or structural repair of any Insured Property at the Premises,
d. arising from normal settlement or bedding down of new structures,
e. commencing prior to the Period of Insurance.

10. Accidental damage

Accidental Damage excluding Damage:

a. by any of:
   i. the Insured Perils 1 to 9,
   ii. the causes expressly excluded from the Insured Perils 1 to 9,

   whether or not cover is in force for the relevant Insured Peril,
b. to Glass or glassware, china, earthenware, marble, statuary, or other fragile or brittle objects unless resulting from an Insured Peril not otherwise excluded,
c. caused by The Insured's failure to maintain the Property Insured in sound condition,
d. caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services,
e. to Money,
f. to Vehicles, Trailers, railway locomotives, rolling stock, watercraft, aircraft or drones,
g. to 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,
h. recoverable under any guarantee or Maintenance Agreement in force at the time of the happening of the Damage,
i. caused directly by or consisting of:
   i. inherent vice, latent defect, gradual deterioration, wear and tear, or the Property Insured's own faulty or defective design or materials,
   ii. faulty or defective workmanship, or operational error or omission, on the part of The Insured or any Insured Person,

   but this shall not exclude subsequent Damage which itself results from a cause not being otherwise excluded,
j. caused directly by or consisting of:
   i. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light or atmosphere, frost, marring, scratching, dust, chemical action or reaction, pests, vermin or insects,
   ii. change in temperature, colour, flavour, texture or finish,
   iii. mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown, derangement or overloading originates,

   but this shall not exclude:

1. such Damage which results from an Insured Peril, or from any other cause not being otherwise excluded,
2. subsequent Damage which itself results from a cause not being otherwise excluded,

k. Damage caused directly by or consisting of:
   i. an act of fraud or dishonesty by The Insured, or any partner, director or Employee of The Insured, or by members of their families or any other person to whom the Property Insured has been entrusted,
   ii. unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information,
   iii. any process of fitting, testing, servicing, repair, renovation or adjustment,
l. Damage to any Property Insured in the open caused directly by wind, rain, hail, sleet, snow, or flood,
m. Damage to Property Insured whilst it is operational, being worked upon, or undergoing maintenance, repair, restoration or testing,
n. Damage to Computer Records or Software not resulting from Damage to Computer Equipment.

Limit of Liability

The Insurer's liability in any one Period of Insurance shall not exceed the total Sum Insured or in respect of any one item, its Sum Insured or any other stated Limit of Liability in the Schedule.

The Excess

The Insurer shall not indemnify The Insured for the amount of the Excess as specified in the Schedule against each of the Insured Perils 1 to 10.

Basis of Settlement

Buildings and General Contents

In the event of any claim being made under this insurance for Damage occurring to the Property Insured item 1. Buildings or 2. General Contents, the amount payable by The Insurer in respect of such Damage shall be the cost of reinstatement being:

1. Reinstatement
   a) the cost of reinstatement being:
      i) where the property is destroyed:
         a. In respect of Buildings the cost of rebuilding,
         b. In respect of General Contents the cost of its replacement by similar property,
         c. In respect of Office Computers and Software, replacement by new property of equal performance and/or capacity or if such be impossible replacement by property having the nearest higher performance and/or capacity to the property lost destroyed or damaged;
      ii) where the property is damaged the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new.

2. Debris removal

   Costs and expenses necessarily and reasonably incurred by The Insured with the prior consent of The Insurer to:
   1. remove and dispose of debris from,
   2. dismantle or demolish,
   3. shore-up or prop-up,

   the portion or portions of the Property Insured following Damage.

   The Insurer will not pay for any costs or expenses:
   a) incurred in removing debris except from the site of the Property Insured and the area immediately adjacent to such site,
   b) arising from pollution or contamination of property not insured by this policy.

3. Professional Fees

   Architects, surveyors, consulting engineers, legal and other professional fees necessarily and reasonably incurred in the reinstatement of the Property Insured, but not for preparing a claim under this insurance.

Provisions that apply to the Basis of Settlement – Buildings and General Contents

1. Partial Damage

   Where the Property Insured is partially damaged, The Insurer's liability shall not exceed the amount which The Insurer would have incurred had the property been wholly destroyed.

2. Reinstatement on Another Site
   The Property Insured may be reinstated on another site and in a manner required by The Insured, provided that The Insurer's liability is not increased by virtue of this provision.

3. Indemnity Settlement
   No reinstatement settlement in accordance with the provisions of this clause shall be made by The Insurer beyond the settlement amount which would have been payable in the absence of this clause:
   a) until the cost of reinstatement has actually been incurred, and / or
   b) if the work of reinstatement is not carried out as quickly as is reasonably practicable, and/or
   c) if at the time of its Damage the Property Insured is covered by any other insurance effected by or on behalf of The Insured and such other insurance is not on a similar reinstatement basis of settlement as provided for in this clause, and / or
   d) if by Endorsement it is stated that the 'Basis of Settlement – Indemnity' applies.

4. Obsolete Buildings Provision
   In respect of obsolete Buildings reinstatement shall be:
   a) the cost of reinstatement being:
      i. where the Building is destroyed:
         a. the cost of purchasing a similar building to the building insured,
         b. the cost of erecting a modern building providing comparable facilities to the building insured,
      ii. where the building is damaged - the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new.

Building and General Contents - Insurable Amount

This section is subject to the General Condition 8. Underinsurance.

The Insurable Amount shall be the Declared Value shown in the Schedule.
Declared Value shall mean the total of the insured costs 1. Reinstatement, 2. Debris Removal and 3. Professional Fees in reinstating the Property Insured to a condition substantially the same as when new at the level of costs applying at the commencement of the Period of Insurance excluding any provision for inflation.

Stock and other Property Insured not specifically provided for

In the event of any claim being made under this insurance for Damage occurring to the Property Insured item 3. Stock or other Property Insured not specifically provided for, the amount payable by The Insurer in respect of such Damage shall be:

1. the value of the property at the time of its destruction or the amount of the Damage;
2. Debris removal
   Costs and expenses necessarily and reasonably incurred by The Insured with the prior consent of The Insurer to:
   1. remove and dispose of debris from,
   2. dismantle or demolish,
   3. shore-up or prop-up,

   the portion or portions of the Property Insured following Damage.
   The Insurer will not pay for any costs or expenses:
   a. incurred in removing debris except from the site of the Property Insured and the area immediately adjacent to such site,
   b. arising from pollution or contamination of property not insured by this policy,
3. in respect only of goods sold but not delivered, where by virtue of the conditions of the sale, the sale is cancelled because of the Damage, The Insurer's liability shall be based on the contract price.

Stock and other Property Insured not specifically provided for - Insurable Amount

This section is subject to the General Condition 8. Underinsurance.

The Insurable Amount shall be the value at the time of Damage or, in respect only of goods sold but not delivered, the contract price of those goods.

Special Provision – Stock Seasonal Increase

The sum insured in respect of Property Insured item 3. Stock shall be increased by 30% for the months of November, December, January and for one month immediately preceding Easter Sunday.

Vehicles and Trailers

In the event of any claim being made under this insurance for Damage occurring to the Property Insured item 4. Vehicles and Trailers, the amount payable by The Insurer in respect of such Damage shall be:

1. the trade market value of The Insured's Vehicle or Trailer immediately before the Damage,

2. the retail market value of The Insured's customer's Vehicle or Trailer immediately before the Damage,
3. the trade market value of The Insured's customer's Vehicle or Trailer immediately before the Damage when The Insured's customer has any involvement in the motor trade,

or the amount of the Damage, whichever is less.

Vehicles and Trailers - Insurable Amount

This section is subject to the General Condition 8. Underinsurance.

The insurable amount shall be:

1. the total trade market value of all of the The Insured's Vehicles or Trailers immediately before the Damage and
2. the total retail market value of all of The Insured's customer's Vehicles or Trailers immediately before the Damage and
3. the total trade market value of all of The Insured's customer's Vehicles or Trailers immediately before the Damage when The Insured's customer has any involvement in the motor trade.

Computer Records, documents, manuscripts and business books

In respect of Damage covered by this insurance to Computer Records, documents, manuscripts and business books The Insurer's maximum liability will be limited to:

1. the value of such materials as stationery;
2. the costs reasonably incurred in reproducing such materials and data or information to be recorded, excluding the value to The Insured of such data or information.

Property Damage - Special Provisions

Automatic Free Reinstatement

In the event of a claim for Damage insured by this section the Sums Insured will be reinstated automatically from the date of the Damage provided that The Insured complies with any reasonable recommendations The Insurer makes to prevent further Damage.

Index Linking

The Insurer will adjust the declared values and the sums insured by each item on the Schedule as appropriate and in line with suitable indices of costs. The premium for renewal of this insurance will be based on the adjusted amounts.

Transfer of Interest

If at the time of any Damage covered by this insurance to any Building The Insured has contracted to sell their interest in the Building (and where the purchase is subsequently completed), the purchaser shall be entitled to the benefit by this insurance in respect of such Damage up to the date of completion, provided such property is not otherwise insured by the purchaser, or on the purchaser's behalf, without prejudice to the rights and liabilities of The Insured or The Insurer under this insurance.

Seventy-Two (72) Hours Clause

All Damage caused by storm, flood from watercourses, subsidence, ground heave or landslip occurring in any one period of seventy-two (72) consecutive hours, within any one Period of Insurance, shall constitute one Occurrence for the purposes of this section. The Insured shall select the time from which any such period shall commence, provided that such Damage occurred prior to the expiry of the Period of Insurance. If there is more than one such period selected during the Period of Insurance, they must not overlap and the Excess shall apply to each selected period.

Exclusions to Property Damage

The Insurer will not cover:

a. Damage to Computer Records unless at the time of the Damage a back-up copy is maintained either at another location or in a fireproof safe or cabinet on the Premises,
b. Damage to Buildings not built mainly of brick, stone, concrete or other non-combustible materials, unless otherwise stated in the Schedule, Proposal or Statement of Fact and accepted by The Insurer,
c. Damage to:
    i. bridges,
    ii. excavations,
    iii. growing crops or trees;
    iv. jetties or piers,
    v. land,
    vi. livestock or pets,
    vii. railway infrastructure

    unless specifically notified to and accepted by The Insurer,

d. Damage to property which is more specifically insured,
e. Damage caused by The Insured's failure to maintain the Property Insured in sound condition.

Property Damage Extensions

Accidental Damage to Glass

The indemnity provided by this section shall, regardless of exclusion b) of Insured Peril 10 Accidental Damage, include the costs of repair or replacement in the event of breakage of Glass.
The liability of The Insurer under this Extension shall not exceed:
1. the replacement value of the Glass at the time of the breakage,
2. The Sum Insured stated in the Schedule,

whichever is the less.
The claim shall be settled for the value of the Glass or, at the option of The Insurer, for the cost of repair, replacement or reinstatement.
The Insurer will also pay:
1. for Damage to frames or framework which must be removed to replace the Glass;
2. for Damage to goods displayed for an amount not exceeding £1,000 any one Occurrence, provided such Damage was not a direct result of theft or attempted theft.

The Insurer shall not indemnify The Insured against:
a. breakage arising directly from alteration to, or repair or restoration of the Premises,
b. breakage of Glass:
    i. already damaged at inception of the Period of Insurance,
    ii. forming part of The Insured's Stock,
c. scratching or chipping of Glass unless it extends through the complete fabric of the Glass,
d. breakage caused by wear and tear, any gradually operating cause or the costs of maintenance,
e. breakage in respect of any Unoccupied Premises,
f. breakage of bulbs or tubes unless consequent upon Damage to neon or illuminated signs,
g. breakage caused by mechanical or electrical breakdown or the application of electrical energy,
h. breakage arising from an Insured Peril,
i. the Excess as stated in the Schedule.

Accidental Discharge of Gas Protection Systems

The Insurer will indemnify The Insured for the cost of recommissioning and refilling the cylinder(s) of any gas flooding systems, installed for the protection of the Property Insured, arising out of the accidental discharge of such system, excluding:
a. accidental discharge arising as a direct result of the gas system being installed, commissioned or undergoing any form of testing,
b. costs recoverable under a Maintenance Agreement.

The Insurer's maximum liability in respect of this Extension is £5,000.

Additional Costs

The indemnity provided by this section shall extend to apply to additional costs reasonably and necessarily incurred by The Insured:
1. for the purpose of ensuring that the Premises remain secure, habitable and tenantable following Damage insured by this section (other than the loss of keys by theft),
2. in taking reasonable measures to avoid or mitigate Damage provided that:
    a) the impending Damage does not stem from any cause that should reasonably have been foreseeable by The Insured before such Damage occurred;
    b) The Insurer is satisfied that Damage has been avoided or reduced in consequence of the measures taken,
3. in the making of temporary repairs upon and/or the expediting of the repair, reinstatement or replacement of property consequent upon the Damage.

The Insurer's maximum liability in respect of this Extension shall not exceed 5% of the total Sum Insured for the Premises at which the Damage occurred, or £ 10,000 whichever is the less.

Buildings General Contents and Office Computers and Software – Alterations and Additions

If during the Period of Insurance:
1. alterations or additions are made to any Buildings covered by this insurance, or
2. General Contents or Office Computers and Software are acquired,

at any Premises and such additional property is not otherwise insured, it will be held covered under the relative item on the Schedule by this insurance from the time from which The Insured becomes responsible for it until the next renewal of this insurance (at which date specific insurance must be effected).

The declared value and sum insured by the appropriate item on the Schedule shall be increased for that period only by the value of the additional property and by not more than 10% of the original value of the appropriate item on the Schedule and subject to The Insurer's total additional liability not exceeding £500,000.

Damage to Glass – Boarding Up and Temporary Glazing

Any cover under this insurance in respect of Damage to Glass will be extended to include the reasonable cost of boarding up, temporary glazing or fitment of temporary doors pending replacement of broken Glass and removing and re-fixing window fittings.

Deterioration of Stock

The indemnity provided by this section in respect of Item 3. Stock of the Property Insured shall extend to apply to Damage to foodstuffs contained in refrigeration cabinets or compartments (the Refrigeration Equipment) by deterioration or putrefaction caused by:

A. a change in temperature as a result of a breakdown, stoppage or failure of the Refrigeration Equipment attributable to any intrinsic cause;
B. action of refrigerant fumes escaping from the Refrigeration Equipment;
C. loss of refrigerant;
D. failure of the public supply of electricity or gas due to any cause, other than the deliberate act of the supply authority or the exercise of such authority of its power to withhold or restrict supply.

This Extension is subject to the following:

1. Unless specifically stated to the contrary by Endorsement to this insurance, if the Refrigeration Equipment is more than ten (10) years old, no indemnity shall be provided unless such Refrigeration Equipment is maintained under contract with a recognised refrigeration engineer;
2. The maximum amount that will be paid by The Insurer under this Extension shall not exceed the Sum Insured stated in the Schedule in the aggregate in respect of all such Damage to foodstuffs occurring during the Period of Insurance.

Extinguishment Expenses

Any cover under this insurance in respect of Damage to Property Insured by fire will be extended to include the reasonable costs incurred by The Insured in refilling fire extinguishing appliances and replacing firefighting equipment and used sprinkler heads.

Public Authorities Requirements

The indemnity provided by this section, in respect of Damage to Property Insured item 1. Buildings or 2. General Contents, shall include the additional cost of reinstatement of such property (together with undamaged portions) incurred by The Insured solely by reason of the necessity to comply with the stipulations of building or other regulations under, or framed in pursuance of, any Act of Parliament or the bye-laws of any public authority.

The Insurer shall not indemnify The Insured against:

a) the cost incurred in complying with such stipulations:
   i. in respect of Damage occurring prior to the granting of this extension,
   ii. in respect of Damage not insured by this section,
   iii. under which notice has been served upon The Insured prior to the happening of the Damage,
   iv. for which there is an existing requirement which has to be implemented within a given period,
b) the additional cost that would have been required, to make good the Property Insured lost, damaged or destroyed to a condition equal to its condition when new, had the necessity to comply with the stipulations not arisen,
c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured or by its owner by reason of compliance with any of the stipulations.

The indemnity under this extension is granted provided that:

1. the work of reinstatement, which may be carried out wholly or partially upon another site (if the stipulations so necessitate and subject to the liability of The Insurer under this extension not being increased), must be commenced and carried out with reasonable despatch, and in any case must be completed within twelve (12) months of the Damage occurring, or within such further time as The Insurer may in writing permit (during the course of such twelve (12) months period);
2. if the liability of The Insurer under any item of the Property Insured by this section, apart from this extension, shall be reduced by the application of any of the terms and conditions of this section and of the insurance, then the liability of The Insurer under this extension in respect of any such item shall be reduced in like proportion;
3. the total amount recoverable under any item of the Property Insured shall not exceed:
   a) in respect of the lost, destroyed or damaged Property Insured – its Sum Insured;

b) in respect of undamaged portions of property (other than foundations), 15% of the total amount for which The Insurer would have provided indemnity had the Property Insured, by the item at the Premises where the Damage has occurred, been wholly destroyed;
c) in respect of European Union legislation:
   i. 15% of its Sum Insured; or
   ii. where the Sum Insured by the item applies to Property at more than one Premises, 15% of the total amount for which The Insurer would have provided indemnity had the Property Insured by the item at the Premises where Damage has occurred, been wholly destroyed;
d) in respect of building or other regulations under, or framed in pursuance of, any Act of Parliament or the bye laws of any public authority its Sum Insured, being part of and not in addition to the Sum Insured shown in the Schedule.

Landscaped Gardens

Any cover under this insurance in respect of Damage to Property Insured by fire will be extended to include Damage to landscaped gardens and grounds at the Premises caused by fire services equipment and personnel in the course of attending such fire.
The Insurer's maximum liability under this extension shall not exceed £10,000 in respect of any one Occurrence.

Sustainable Building Materials

Any cover under this insurance in respect of Damage to Property Insured 1. Buildings will be extended to include the reasonable additional costs of reinstatement incurred because of the use of sustainable building materials, subject to The Insurer's prior consent.
Sustainable building materials are:
1. products that increase the efficiency of the building relating to the use of energy and / or water,
2. rebuilding materials that reduce environmental impacts.

The replacement building will not be regarded as being better or more extensive than when new provided that The Insurer's liability does not exceed 15% of the Building sum insured or £150,000, whichever is less.
This extension does not apply to Buildings that are subject to the 'Basis of Settlement – Indemnity'.

Temporary Removal – Property at Other Locations

Any cover under this insurance in respect of Damage to Property Insured is extended to include such property at any location in the Territorial Limits to which the property has been temporarily removed for cleaning, renovation, repair or other similar reasons and whilst in Transit for such purposes.
The Insurer's maximum Limit of Liability under this Extension shall not exceed 20% of the relative Sum Insured on the Schedule or £10,000, whichever is the less.

Theft Damage and Lock Replacement

Any cover under this insurance in respect of Damage to Property Insured by theft is extended to include:
1. the cost of repairing Damage to Buildings at the Premises if The Insured is responsible for such repairs and the Damage is not otherwise insured;
2. the cost of repairing Damage not exceeding £5,000 to any closed-circuit television and / or alarm system equipment externally fixed at the Premises;
3. the reasonable and necessary expenses not exceeding £2,500 incurred in replacing locks or access equipment to the Buildings at the Premises or safes or strongrooms therein, as a result of the Theft of keys from the Premises or from the residence of any authorised keyholder or Insured Person;
4. the reasonable and necessary expenses not exceeding £2,500 incurred in replacing locks to Vehicles consequent upon the Theft of vehicle keys or key fobs from the Premises or from the residence of any authorised keyholder or Insured Person.

Trace, Access and Repair

Any cover under this insurance in respect of Damage to Property Insured by escape of water or fluids will be extended to include:
1. the reasonable and necessary expenses incurred in locating the source of such Damage and any subsequent making good;
2. the cost of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.

Property Damage - Special Conditions

Alarm Condition

Where any Proposal or Statement of Fact provided to The Insurer has indicated that an intruder alarm is in effect at the Premises, it is a condition of this insurance in respect of loss or Damage by theft or attempted theft from the Premises that such alarm system is in full and effective operation at the time of any loss or Damage.

Electrical Inspection Condition

It is a condition of this insurance that the electrical wiring of any Premises:

1. has been inspected within the last five (5) years by a certified IEE/NIC/EIC electrical contractor at the time of any Damage covered by this insurance;
2. any defect identified by such an inspection has been rectified;
3. a copy of such inspection report has been retained for inspection by The Insurers at their request.

Minimum Security Standard

As regards Damage to the Property Insured at the Premises caused by or arising from or contributed to by the Insured Peril of theft or attempted theft, which occurs more than thirty (30) days after the inception of this insurance, it is a condition of this insurance that the Premises are protected in accordance with the Minimum Security Standard as detailed in the General Conditions.

Storage in Basements / Cellars (Stillage) Condition

The Insured shall ensure that any Property Insured kept in a basement/cellar is kept at least fifteen (15)cm above the floor of the basement/cellar.

Unoccupied Premises Condition

It is a condition of the insurance that in respect of any Unoccupied Premises The Insured shall ensure that:

1. the Premises are inspected by The Insured or on The Insured's behalf internally and externally at least once a week and that a written record of such inspection is retained;
2. Any Damage discovered is made good and all reasonable measures are taken to prevent further Damage;
3. all refuse and waste materials are removed from the Premises;
4. the Premises are secured in accordance with the Minimum Security Standard as detailed in the General Conditions, any alarm protection is in effective operation and all letter boxes and other openings to the exterior are sealed;
5. gas, water and electricity supplies are turned off at the mains, other than those necessary to maintain any automatic sprinkler installation or alarm system;
6. any water system is drained down.

Items 5. and 6. above will be waived in-so-far as is necessary to maintain a heating system in operation throughout the Premises which provides a minimum temperature of 4°C (four degrees Centigrade) throughout the Premises at all times.

All Risks

This section is subject to General Condition 8. Underinsurance
For details of the Insurable Amount see Basis of Settlement below.

Property Insured

The following property of The Insured or for which The Insured is legally responsible:
1. General Contents;
2. Vehicles and Trailers;
3. Other property or interests,

all as defined herein and described in the Schedule.

Coverage

The Insurer will indemnify The Insured against accidental Damage, occurring during the Period of Insurance and within the geographical limits specified in the Schedule, to Property Insured as set forth in the Schedule.

Limit of Liability

The liability of The Insurer during the Period of Insurance shall not exceed the Sum Insured in respect of each item or any other limit as stated in the Schedule.

The Excess

The Insurer shall not indemnify The Insured for the amount of the Excess specified in the Schedule.

Basis of Settlement – other than Vehicles and Trailers

The amount payable shall be the cost of repair, reinstatement or replacement of the Property Insured as new, without deduction for wear and tear, to a condition equivalent to or substantially the same as, but not better or more extensive than its condition when new.
No payment will be made by The Insurer however until repair, reinstatement or replacement has been effected.

Insurable Amount

The Insurable Amount will include the cost of repair, reinstatement or replacement of the Property Insured as new, without deduction for wear and tear.

Basis of settlement - Vehicles and Trailers

In the event of any claim being made under this insurance for Damage occurring to Vehicles and Trailers, the amount payable by The Insurer in respect of such Damage shall be:
1. the trade market value of The Insured's Vehicle or Trailer immediately before the Damage,
2. the retail market value of The Insured's customer's Vehicle or Trailer immediately before the Damage,
3. the trade market value of The Insured's customer's Vehicle or Trailer immediately before the Damage when The Insured's customer has any involvement in the motor trade,

or the amount of the Damage, whichever is less.

Vehicles and Trailers - Insurable Amount

This section is subject to the General Condition 8. Underinsurance.
The insurable amount shall be:
1. the total trade market value of all of the The Insured's Vehicles or Trailers immediately before the Damage and
2. the total retail market value of all of The Insured's customer's Vehicles or Trailers immediately before the Damage and
3. the total trade market value of all of The Insured's customer's Vehicles or Trailers immediately before the Damage when The Insured's customer has any involvement in the motor trade.

Exclusions to All Risks

The Insurer shall not indemnify The Insured against:
a. Damage caused directly by or consisting of:
   i. inherent vice, latent defect, gradual deterioration, wear and tear, or the Property Insured's own faulty or defective design or materials,
   ii. faulty or defective workmanship, or operational error or omission, on the part of The Insured or any of their Employee(s),

   but this shall not exclude subsequent Damage which itself results from a cause not being otherwise excluded,
b. Damage caused directly by or consisting of:
   i. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light or atmosphere, frost, marring, scratching, dust, chemical action or reaction, pests, vermin or insects,
   ii. change in temperature, colour, flavour, texture or finish,

iii. mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown, derangement or overloading originates,
but this shall not exclude:
1. such Damage which results from a cause not otherwise excluded,
2. subsequent Damage which itself results from a cause not otherwise excluded,

c. Damage caused directly by or consisting of:
i. an act of fraud or dishonesty by The Insured, or any partner, director or Employee of The Insured, or by members of their families or any other person to whom the Property Insured has been entrusted,
ii. unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information,
iii. any process of fitting, testing, servicing, repair, renovation or adjustment,

Losses from vehicles and overnight Exclusion

d. Loss or Damage of Property Insured from vehicles:
i. caused by theft or attempted theft from any Unattended vehicle overnight between the hours of 21:00 and 07:00 the following morning unless at the time of the theft or attempted theft:
1. the vehicle was contained in a securely locked unit or storage facility that either complied with the Minimum Security Standard as detailed in the General Conditions, or
2. The Insured was working locally on emergency call-out or on contractual night work,
ii. caused by theft or attempted theft from any Unattended vehicle at any time unless at the time of the theft or attempted theft:
1. the vehicle, including the vehicle's storage / load area, where the Property Insured was located was protected by a working intruder alarm, but this requirement will not apply to Property Insured contained within a factory-fitted secure storage box,
2. all doors windows or other points of access were closed and locked, security devices set and all keys removed,
3. any windows in the storage / load area were protected by heavy duty bars, but this requirement will not apply to Property Insured that was contained in a securely locked storage box located in the cab area of a truck or van.

e. Damage to any Property Insured in the open caused directly by wind, rain, hail, sleet, snow, or flood,
f. Damage to Property Insured whilst it is operational, being worked upon, or undergoing maintenance, repair, restoration or testing,
g. Damage to Computer Records or Software.

All Risks - Special Conditions

Minimum Security Standard

As regards Damage to the Property Insured at the Premises caused by or arising from or contributed to by theft or attempted theft, which occurs more than thirty (30) days after the inception of this insurance, it is a condition of this insurance that you will operate the Minimum Security Standard as detailed in the General Conditions.

Business Interruption

Definitions applicable to Business Interruption

Annual Rent Receivable

Rent Receivable during the twelve (12) months immediately before the date of the Damage.
Annual Rent Receivable and Standard Rent Receivable are subject to such adjustments as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business, either before or after the date of the Damage, or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the date of the Damage.

Annual Revenue

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

Auditor's Fees

Necessary and reasonable fees payable by The Insured to auditors, or professional accountants, for producing such particulars or details contained in The Insured's books of account or other business documents, or such other proofs, information or evidence as may be required by The Insurer to substantiate the amount of a claim.

Consequential Loss

Loss (as specified for each insured Cover of Business Interruption) resulting from interruption of, or interference with, the Business carried on by The Insured at the Premises.

Estimated Gross Profit

The amount declared by The Insured to The Insurer as representing not less than the Gross Profit which it is anticipated will be earned, by the Business, during the financial year most nearly concurrent with the Period of Insurance (or proportionate to a multiple thereof where the maximum Indemnity Period varies from twelve (12) months).

Estimated Revenue

The amount declared by The Insured to The Insurer as representing not less than the Revenue which it is anticipated will be earned, by the Business, during the financial year most nearly concurrent with the Period of Insurance (or proportionate to a multiple thereof where the maximum Indemnity Period varies from twelve (12) months).

Gross Profit

The amount by which:

1. the sum of the amount of the Turnover, less discounts allowed, and the amount of the closing stock, finished goods, raw materials and work in progress shall exceed:
2. the sum of the amount of the opening stock, finished goods, raw materials and work in progress and the amount of Uninsured Working Expenses.

The amounts of the opening and closing stocks, and work in progress, shall be arrived at in accordance with The Insured's normal accountancy methods, due provision being made for depreciation.

Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the expiry of the period of months specified in the Schedule, during which the results of the Business shall be affected in consequence of the Damage.

Outstanding Debit Balances

The total outstanding debit balances last recorded by The Insured before the date of the Damage, adjusted for:

1. bad debts;
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to customers' accounts in the period between the date to which the last record relates and the date of the Damage;
3. any abnormal condition of trade which had or could have had a material effect on the Business so that the figures thus adjusted shall represent, as nearly as reasonably practicable, those which would have been obtained at the date of the Damage had the Damage not occurred.

Property Insured

The following property of The Insured or for which The Insured is legally responsible at the Premises or in open compounds or yards forming part of the Premises:

1. Buildings;
2. General Contents;
3. Stock;
4. Vehicles and Trailers;
5. Other property or interests,

all as defined herein and described in the Schedule.

Rate of Gross Profit
The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage.

Rent
Rent for which The Insured remains liable whilst the Premises are not unusable as a result of Damage for a period reasonably necessary to reinstate the Premises and not exceeding the maximum indemnity period stated in the Schedule.

Rent Receivable
The Money paid or payable to The Insured for accommodation provided in the course of the Business at the Premises.

Revenue
The Money paid or payable to The Insured for the Business activities as stated in the Schedule or as amended by Endorsement.

Standard Rent Receivable
The Rent Receivable during that period in the twelve (12) months immediately before the date of the Damage which corresponds with the Indemnity Period.
Annual Rent Receivable and Standard Rent Receivable are subject to such adjustments as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business, either before or after the date of the Damage, or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the date of the Damage.

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

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

Turnover
The amount paid / payable to The Insured for goods and services sold, supplied and delivered in the course of the Business at the Premises.

Uninsured Working Expenses
The cost of purchases (less discounts received), carriage, freight, packing, discounts allowed or bad debts or as otherwise stated in the Schedule.

Coverage

If any of the Property Insured described in the Schedule suffers Damage at the Premises by any of the Insured Perils The Insurer will indemnify The Insured against Consequential Loss arising from such Damage during the Period of Insurance.

Insured Perils
The Insured Perils applicable to this section will be the same as those covered and in force by this insurance in the Property Damage section.

Material Damage Insurance Provision

The indemnity provided by this section shall only apply if, at the time the Damage occurs, there is an insurance in force which covers the interest of The Insured in the Property Insured at the Premises against Damage and in respect of which:

a) payment shall have been made, or liability admitted for payment by such insurance or
b) payment would have been made, or liability admitted for payment by such insurance, but for an exclusion of liability for losses below a specified amount.

Auditor's Fees

The Insurer will also indemnify The Insured in respect of Auditor's Fees incurred by The Insured in respect of a claim.

Limit of Liability

The liability of The Insurer during the Period of Insurance (inclusive of Auditor's Fees) shall not exceed the Sum Insured in respect of each individual Cover, subject to any other limit stated herein or in the Schedule.

The Excess

The Insurer shall not indemnify The Insured for the amount of the Excess specified in the Schedule.

Cover 1 Gross Profit

The insurance under this cover is limited to loss of Gross Profit due to:

1. reduction in Turnover; and
2. Increased Cost of Working.

The amount payable by The Insurer as indemnity in respect of this Cover shall be:

a) in respect of reduction in Turnover, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover; and
b) in respect of Increased Cost of Working, the increased cost of working necessarily and reasonably incurred by The Insured for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction avoided less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business, payable out of Gross Profit, as may cease or be reduced in consequence of the Damage.

Special Condition to Cover 1 – Underinsurance

If the Sum Insured under this Cover is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or proportionate to a multiple thereof where the Indemnity Period exceeds twelve (12) months), the amount payable by The Insurer shall be proportionately reduced.

Special Provisions to Cover 1

1. The Rate of Gross Profit, Standard Turnover and Annual Turnover are subject to such adjustments as may be necessary to provide for the trend of the Business and for variations in, or other circumstances affecting the Business (either before or after the date of the Damage), or which would have affected the Business had the Damage not occurred, so that the figures adjusted shall represent as nearly as reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the date of the Damage.
2. If any standing charges of the Business are not insured by this section (having been deducted in arriving at the Gross Profit) then, in computing the amount recoverable as Increased Cost of Working, that proportion only of any increased cost of working shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the Uninsured Working Expenses.
3. The Premium paid for Cover 1 may be adjusted on receipt, by The Insurer, of a declaration of Gross Profit earned during the financial year most nearly concurrent with the Period of Insurance, as reported by The Insured's auditors. If any Damage shall have occurred giving rise to a claim for loss of Gross Profit, such declaration shall be increased, for the purposes of Premium adjustment, by the amount which the Gross Profit was reduced during the financial year solely in consequence of the Damage.
4. If the declaration (adjusted as above and proportionately increased where the Indemnity Period exceeds twelve (12) months) is less than the Gross Profit Sum Insured for the relative Period of Insurance, The Insurer will allow a pro rata return Premium not exceeding 25% of the Premium paid.

Cover 2 Gross Revenue

The insurance under this Cover is limited to:

1. Loss of Revenue; and
2. Increased Cost of Working.

The amount payable by The Insurer as indemnity in respect of this Cover shall be:

a) in respect of Loss of Revenue, the amount by which the Revenue during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Revenue; and

b) in respect of Increased Cost of Working, the increased cost of working necessarily and reasonably incurred by The Insured for the sole purpose of avoiding or diminishing the reduction in Revenue which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of the reduction in Revenue avoided less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business as may cease or be reduced in consequence of the Damage.

Special Condition to Cover 2 – Underinsurance

If the Sum Insured under this Cover is less than the Annual Revenue (or proportionate to a multiple thereof where the Indemnity Period exceeds twelve (12) months), the amount payable by The Insurer shall be proportionately reduced.

Special Provisions to Cover 2

1. Annual Revenue and Standard Revenue are subject to such adjustments as may be necessary to provide for the trend of the Business and for variations in, or other circumstances affecting the Business (either before or after the date of the Damage), or which would have affected the Business had the Damage not occurred, so that the figures adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the date of the Damage.
2. The Premium paid for Cover 2 may be adjusted on receipt, by The Insurer, of a declaration of Revenue earned during the financial year most nearly concurrent with the Period of Insurance, as reported by The Insured's auditors. If any Damage shall have occurred giving rise to a claim for loss of Revenue, such declaration shall be increased, for the purposes of Premium adjustment, by the amount by which the Revenue was reduced during the financial year solely in consequence of the Damage.
3. If the declaration (adjusted as above and proportionately increased where the Indemnity Period exceeds twelve (12) months) is less than the Revenue Sum Insured for the relative Period of Insurance, The Insurer will allow a pro rata return Premium not exceeding 25% of the Premium paid.

Cover 3 Additional Increased Cost of Working

The insurance under this Cover is limited to the Additional Increased Cost of Working necessarily and reasonably incurred by The Insured, with the prior consent of The Insurer, in order to prevent or minimise the interruption of, or interference with the Business during the Indemnity Period in consequence of the Damage (including the cost of removal to and from temporary premises and expenses incidental thereto, increase in rents, rates and taxes, salaries of additional staff and overtime payments), but only in so far as such Additional Increased Cost of Working is not recoverable under any other Cover of this insurance.

Cover 4 Book Debts

The insurance under this Cover is limited to loss resulting from The Insured's inability to trace or establish Outstanding Debit Balances following Damage to The Insured's books of account, or other Business books or records, at the Premises.
The amount payable by The Insurer as indemnity for any one Occurrence in respect of this Cover shall be:

1. the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof; and
2. the increased cost of working necessarily and reasonably incurred, with the prior consent of The Insurer, for the sole purpose of tracing and establishing customers' debit balances after Damage provided that, if the Sum Insured under this Cover is less than the Outstanding Debit Balances, the amount payable shall be proportionately reduced.

The Insurer shall not indemnify The Insured for any loss or expenditure:

a) arising from bad debts or erasure, distortion or corruption, or deliberate falsification of Business records,

b) in the event The Insured fails to maintain an up-to date monthly record of all Outstanding Debit Balances and fails to keep such record in fire-resisting safe(s) or fire-resisting cabinet(s) when not in use or to keep a duplicate record in a building separate from that in which the working record is kept.

Cover 5 Loss of Rent

The insurance under this Cover is limited to:

1. Loss of Rent; and
2. Loss of Rent Receivable; and
3. Increased Cost of Working.

The amount payable by The Insurer as indemnity in respect of this Cover shall be:

a) in respect of Loss of Rent the amount for which The Insured remains liable whilst the Premises are not unusable as a result of Damage for a period reasonably necessary to reinstate the Premises and not exceeding the maximum indemnity period stated in the Schedule; and

b) in respect of Loss of Rent Receivable, the amount by which the Rent Receivable during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Rent Receivable; and
c) in respect of Increased Cost of Working, the increased cost of working necessarily and reasonably incurred by The Insured for the sole purpose of avoiding or diminishing the reduction in Rent Receivable which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of the reduction in Rent Receivable avoided less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business, payable out of Rent Receivable, as may cease or be reduced in consequence of the Damage.

Special Condition to Cover 5 – Underinsurance
If the Sum Insured under this Cover is less than the Annual Rent Receivable (or proportionate to a multiple thereof where the Indemnity Period exceeds twelve (12) months), the amount payable by The Insurer shall be proportionately reduced.

Special Provisions to Cover 5
1. The Premium paid for Cover 5 may be adjusted on receipt, by The Insurer, of a declaration of Rent Receivable earned during the financial year most nearly concurrent with the Period of Insurance, as reported by The Insured's auditors. If any Damage shall have occurred giving rise to a claim for Loss of Rent Receivable, such declaration shall be increased, for the purpose of Premium adjustment, by the amount which the Rent Receivable was reduced during the financial year solely in consequence of the Damage.
2. If the declaration (adjusted as provided for above and proportionately increased where the Indemnity Period exceeds twelve (12) months) is less than the Rent Receivable Sum Insured for the relative Period of Insurance, The Insurer will allow a pro rata return Premium not exceeding 25% of the Premium paid.

Exclusions to Business Interruption
The Exclusions applicable to this section will be the same as those applicable in the Property Damage section.

Business Interruption – Special Clauses
1. Value Added Tax
   To the extent that The Insured is accountable to the tax authorities for Value Added Tax, all terms in this section shall be exclusive of such tax.
2. Current Cost Accounting Adjustments
   For the purpose of any Definitions applicable to this section, any adjustment implemented in current cost accounting shall be disregarded.
3. Financial Terminology
   The undefined words in this section shall, in regard to financial matters, have the meaning usually attached to them in The Insured's books and accounts.

Business Interruption - Conditions
1. Accumulated Stock
   In adjusting any loss, account shall be taken, and an equitable allowance made, if any reduction in Turnover due to the Damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of finished goods.
2. Alternative Trading
   If, during the Indemnity Period, goods shall be sold or services rendered elsewhere than at the Premises for the benefit of the Business, either by or on behalf of The Insured, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.
3. Departmental Clause
   If the Business is conducted in departments, the independent results of which are ascertainable, the cover in respect of reduction in Turnover, loss of Revenue and loss of Rent Receivable (including Increased Cost of Working) shall apply separately to each department affected by the Damage.
   If the Sum Insured for the Cover concerned is less than the aggregate of the sums produced for each department of the Business (whether affected by the Damage or not):
   a) by applying the Rate of Gross Profit to the Annual Turnover; or
   b) in respect of Annual Turnover; or
   c) in respect of Annual Rent Receivable
   whichever is the more appropriate for the Cover, the amount payable by The Insurer shall be proportionately reduced.
4. Due Diligence

In the event of any Damage that may give rise to a claim under this section, The Insured shall with due diligence take all steps that are reasonably practicable to avoid or minimise any interruption of or interference with the Business.

5. First Twelve (12) Months Trading
   In the event of a claim arising from Damage occurring before the completion of the first twelve (12) months trading of the Business at the Premises, any terms in the Definitions referring to Turnover or Revenue during a prior period of twelve (12) months shall be adjusted so as to apply to the Turnover, or Revenue during the period from commencement of the Business to the date of the Damage.
6. Payments on Account
   Payments on account shall be made by The Insurer to The Insured during the Indemnity Period if required.
7. Salvage Sale
   If, following any Damage giving rise to a claim under this section, The Insured shall hold a salvage sale during the Indemnity Period, Paragraph 1 of Cover 1 (Gross Profit) shall, for the purpose of such claim, be amended to read as follows: 'in respect of reduction in Turnover, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the Standard Turnover, from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale'.

Business Interruption Extensions

Unless otherwise stated in the Schedule (or by Endorsement to this insurance), the following section Extensions shall apply and are subject to all other terms, limits, conditions and exclusions of this section and all sections except Commercial Legal Expenses.

Applicable to Covers 1 and 2 only

1. Declaration Linked

a) The limit of liability is replaced by the following:
   The liability of The Insurer during the Period of Insurance (inclusive of Auditor's Fees) shall not exceed:
   i. in respect of Cover 1 (Gross Profit) or Cover 2 (Revenue), 133 1/3 % of the Estimated Gross Profit or Estimated Revenue shown in the Schedule, and
   ii. 100% of the Sum Insured in respect of each other Cover insured.

b) The Special Condition relating to Underinsurance is deleted in respect of Covers 1 and 2.

c) Extension 8 Reinstatement of Limit shall apply to this Extension, however the liability of The Insurer in respect of any one Damage, as expressed in that Extension, is amended such that it shall not exceed the sums expressed in paragraph a) above.

d) The Premium in respect of Cover 1 or Cover 2 is provisional and based upon the Estimated Gross Profit or the Estimated Revenue respectively. The Insured shall provide The Insurer, not later than six (6) months after the expiry of the Period of Insurance, a declaration affirmed by The Insured's auditors of the actual Gross Profit or Revenue earned during the financial year most nearly concurrent with the Period of Insurance.

   If any Damage shall have occurred giving rise to a claim for loss of Gross Profit, or loss of Revenue, then The Insured's declaration shall be increased, for the purposes of Premium adjustment, by the amount by which the Gross Profit or Revenue was reduced during the financial year solely in consequence of the Damage.

   If the declaration (adjusted as provided for above and proportionately increased where the maximum Indemnity Period exceeds twelve (12) months):
   i. is less than the Estimated Gross Profit, or Estimated Revenue where appropriate, for the relative Period of Insurance, The Insurer shall allow a pro rata return of the Premium paid in respect of Cover 1 or Cover 2, but not exceeding 25% of such Premium;
   ii. is greater than the Estimated Gross Profit, or Estimated Revenue where appropriate, for the relative Period of Insurance, The Insured shall pay a pro rata addition to the Premium paid in respect of Cover 1 or Cover 2.

e) The Insured shall, prior to renewal of this insurance, provide The Insurer with the Estimated Gross Profit, or the Estimated Revenue where appropriate, for the financial year most nearly concurrent with the next Period of Insurance.

2. Denial of Access

The indemnity provided by this section shall extend to apply to Consequential Loss arising from accidental Damage to any property, within two hundred and fifty (250) metres of the Premises, which prevents or hinders the use of, or access to the Premises (regardless of whether the Property Insured at the Premises suffers Damage). The maximum amount that will be paid by The Insurer under this Special Extension shall not exceed £100,000 unless otherwise stated in the Schedule.

3. Food Poisoning, Infestation and Defective Sanitation

The indemnity provided by this section shall extend to apply to Consequential Loss arising from the occurrence at the Premises of:

a) murder, suicide, or food or drink poisoning;
b) vermin or pests;
c) an accident causing a defect in the drains or sanitary apparatus;

which results in closure or causes restrictions on the use of the Premises by order of any person or authority holding the appropriate statutory power.

The maximum amount that will be paid by The Insurer under this Extension shall not exceed 10% of the total Sum Insured under this section, or £100,000 whichever is the less, unless otherwise stated in the Schedule.

4. Property Stored

The indemnity provided by Covers 1 Gross Profit, 2 Revenue and 3 Additional Increased Cost of Working shall extend to apply to Consequential Loss arising from accidental Damage to any of the Property Insured whilst stored anywhere in the Territorial Limits, other than at any Premises in the occupation of The Insured.

The maximum amount that will be paid by The Insurer under this Extension shall not exceed 10% of the total Sum Insured under this section, or £100,000 whichever is the lesser, unless otherwise stated in the Schedule.

5. Public Utilities – Providers' Premises

The indemnity provided by this section shall extend to apply to Consequential Loss arising from accidental Damage to property at the premises of the following public utilities, occurring within the Territorial Limits, from which The Insured obtains supplies or services:

a) any generating station, or sub-station of the public electricity supply undertaking from which The Insured obtains electricity;
b) any land-based premises of the public gas supply undertaking, or of any natural gas producer linked directly with such undertaking, from which The Insured obtains gas;
c) any water works, or pumping station of the public water supply undertaking from which The Insured obtains water;
d) any land-based telecommunication services to the Premises.

The indemnity under this Extension is granted provided that:

1. The Insurer shall not indemnify The Insured against Consequential Loss arising from a partial or total failure occasioned by a strike or any other kind of industrial action;
2. the maximum amount that will be paid by The Insurer under this Extension shall not exceed 10% of the total Sum Insured under this section, or £100,000 whichever is the less, unless otherwise stated in the Schedule.

6. Unspecified Customers

The indemnity provided by this section shall extend to apply to Consequential Loss arising from accidental Damage to property, occurring within the Territorial Limits, at the premises of any of The Insured's customers.

The maximum amount that will be paid by The Insurer under this extension shall not exceed 10% of the total Sum Insured under this section, or £100,000 whichever is the less, unless otherwise stated in the Schedule.

7. Unspecified Suppliers

The indemnity provided by this section shall extend to apply to Consequential Loss arising from accidental Damage to property occurring, within the Territorial Limits, at the premises of any of The Insured's suppliers, manufacturers, or processors of components, goods or materials provided that:

a) this Extension shall not apply to property at the premises or facilities of any supply undertaking from which The Insured obtains electricity, gas, water or telecommunication services;
b) the maximum amount that will be paid by The Insurer under this Extension shall not exceed 10% of the total Sum Insured under this section, or £100,000 whichever is the less, unless otherwise stated in the Schedule.

Applicable to all Covers

8. Reinstatement of Limit

In consideration of the liability of The Insurer for any Cover not being reduced by the amount of a Consequential Loss, The Insured undertakes to pay the appropriate additional premium on the amount of the loss from the date of the Damage to the expiry of the Period of Insurance. The liability of The Insurer in respect any one Damage shall not exceed, in respect of each Cover, the Sum Insured for that Cover.

Loss of Licence

Definitions applicable to Loss of Licence

Loss of Licence

Temporary or permanent:

1. forfeiture of a Licence,
2. refusal to renew a Licence by the licensing authority,

due to reasons beyond The Insured's control.

Licence

1. A licence granted under the Licensing Act 2003 or any subsequent legislation in respect of the Premises for the sale by retail of alcohol,
2. A licence granted by the Department of Transport to carry out MOT tests on vehicles and issued to The Insured in connection with the Business.

Coverage

The Insurer will pay the reduction in the value during the Period of Insurance of The Insured's interest in:

1. the Premises,
2. the Business,

following the Loss of Licence.

Limit of Liability

The most The Insurer will pay is the Limit of Liability stated in the Schedule, in addition The Insurer will also pay for costs and expenses incurred with their written consent where The Insured appeals against the Loss of Licence.

The Excess

The Insurer shall not indemnify The Insured for the amount of the Excess stated in the Schedule.

Exclusions to Loss of Licence

The Insurer will not pay The Insured where:

a. The Insured is entitled to obtain payment of compensation under any legislation or Bye-law in respect of the refusal to renew the Licence,
b. Where the Loss of Licence arises out of:
   i. any town planning improvement or redevelopment,
   ii. a change in law,
   iii. compulsory purchase or surrender,
   iv. a reduction or redistribution of Licences,
c. the forfeiture of or refusal to renew the licence is occasioned wholly or partly by or through The Insured's misconduct, connivance, neglect or omission or by The Insured's failure to take any steps necessary for keeping the licence in force,
d. the forfeiture or refusal to renew results from The Insured's failure to maintain equipment or machinery at the Premises in a good state of repair,
e. the forfeiture or refusal to renew results from The Insured's failure to keep up-to-date records or documentation as required by the Department of Transport or Vehicle and Operator Services Agency,
f. the forfeiture or refusal to renew arises from any policy by the Department of Transport intended to reduce the number of authorised examiners or nominated testers.

Conditions

1. The Insured must notify The Insurer in writing immediately and supply such additional information and give assistance as The Insurer reasonably requires should The Insured become aware of any:
   a) complaint against the Business and/or Premises,
   b) proceedings against or conviction of the Licence holder, manager, tenant or occupier of the Business and/or Premises for any breach of any relevant licencing law or regulation or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to their honesty, moral standing or sobriety,
   c) change in the tenancy or management of the Business and/or Premises,
   d) transfer or proposed transfer of the Licence,
   e) alteration in the purpose for which the Premises is used,
   f) objection to renewal or other circumstances which may endanger the Licence or its renewal.

2. In the event of death, bankruptcy or incapacity or desertion of the Premises or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to his honesty, moral standing or sobriety) of the Licence holder, tenant, manager or occupier The Insured will where practicable and at The Insurer's request procure a suitable person to replace him and one to whom the Licence will be transferred or a new licence will be granted by way of renewal.
3. In the event of the Licence being forfeited or refused renewal The Insured must:
    a) give notice in writing to The Insurer within forty-eight (48) hours of receiving knowledge of such event stating the grounds upon which the licence was forfeited or refused renewal;
    b) give all assistance as The Insurer may require for the purpose of an appeal against such forfeiture or refusal to renew and allow The Insurer and their solicitors full discretion in the conduct of such proceedings;
    c) apply if practicable and if required by The Insurer for the grant of such new Licence for the same or alternative premises as may enable The Insured to continue the Business in a similar or alternative form;
    d) provide a statement of The Insured's loss if any, together with such documents statements and accounts as may be reasonably required by The Insurer, verify the same and also, if required by The Insurer, make a statutory declaration as to the truth, accuracy and comprehensiveness thereof and give The Insurer free access to the Premises and the books and accounts of the Business as may be necessary for ascertaining the value of any loss.

Money and Personal Accident Assault

Subsection A - Money

Definitions applicable to Money

Assault
Actual or attempted physical assault carried out in the course of theft or attempted theft.

Loss of Limb
The physical separation, at or above the wrist or ankle, or the total permanent loss of use of a hand, arm, foot or leg.

Loss of Sight
The permanent and total loss of sight in one or both eyes.

Permanent Total Disablement
Permanent disablement entirely preventing the Insured Person from engaging in, or attending to any occupation for which the Insured Person is reasonably fitted by reason of education, training or experience.

Temporary Total Disablement
temporary disablement entirely preventing the Insured Person from engaging in, or attending to their usual occupation.

Coverage

The Insurer will indemnify The Insured against accidental loss, occurring during the Period of Insurance, of:
Money whilst in:

1. the Premises during business hours;
2. Transit within the Territorial Limits or in any bank night safe;
3. a locked safe (the details of which have been notified to and agreed by The Insurer) at the Premises outside business hours, provided that the keys or any record of the safe combination are removed from the Premises and held in the personal custody of an authorised Insured Person;
4. the Premises outside business hours and not in a locked safe for an amount not exceeding £750;
5. the personal custody of The Insured, or an authorised Insured Person, in their private residence, or in Transit between such residence and the Premises for an amount not exceeding £1,250.

Limit of Liability

The liability of The Insurer shall not exceed the limits stated in the Schedule or any other limit as stated herein.

The Excess

The Insurer shall not indemnify The Insured for the amount of the Excess specified in the Schedule.

Exclusions to Money Subsection A

The Insurer shall not indemnify The Insured against any loss of Money:

1. caused by fraud or dishonesty of any Insured Person, or member of their family or household, unless discovered and reported to the Police and The Insurer in writing within fourteen (14) days of discovery of the loss,
2. due to shortages from accounting, or mysterious or unexplained disappearances, or other error or omission, depreciation in value, counterfeit Money or dishonoured cheques,
3. from an Unattended vehicle,
4. from the Premises outside of business hours, unless all keys, duplicate keys and combination codes to safes, strongrooms, cash boxes, drawers or filing cabinets from which Money was taken, were removed from the Premises at the time of loss,
5. from any machine operated by coins, bank notes or credit cards,
6. from any till or cash register on the Premises left in such till or cash register outside business hours,
7. where The Insured is unable to provide a complete record of all Money held by The Insured,
8. due to the loss of any credit or debit card unless The Insured, upon becoming aware of the loss of the credit or debit card, immediately notifies the card-issuing organisation.

Money Subsection A Extensions

Subject to all other terms, limits, conditions and Exclusions of this section the indemnity provided is extended to include:

Damage to Safes, Strongrooms, Cash Registers and the like

The Insurer will indemnify The Insured against Damage to safes, strongrooms, tills, cash registers, franking machines and special Money-carrying cases occurring during the Period of Insurance and resulting from the theft or attempted theft of Money.

Fraudulent Use of Credit or Debit Cards

The Insurer will indemnify The Insured against loss arising from the fraudulent use, during the Period of Insurance, by any unauthorised person, other than an Insured Person, of any credit or debit card issued to The Insured for use in The Insured's Business. The maximum amount that will be paid by The Insurer under this Extension shall not exceed £1,000 in respect of any one Occurrence and £5,000 in the aggregate during the Period of Insurance.

Money Subsection B Personal Accident Assault

The Insurer shall pay Compensation in the event of any Insured Person sustaining accidental Injury as the direct result of Assault occurring in the course of their duties in the Business, during the Period of Insurance, within the Territorial Limits.

Compensation Payable

The amount of Compensation payable per person by The Insurer shall be:

1. Death – £10,000 Capital Sum;
2. Permanent Total Disablement - £10,000 Capital Sum;
3. Loss of Limb(s) or Loss of Sight - £10,000 Capital Sum (which will be the maximum amount paid per person regardless of the number of limbs or eyes lost);
4. Temporary Total Disablement – £100 per week payable for a maximum of one hundred and four (104) weeks, not necessarily consecutive, from the date of the Injury.

Exclusions to Money Subsection B

The Insurer shall not make any payment:

1. in respect of any person under sixteen (16) or over sixty-five (65) years of age at the commencement of the Period of Insurance,
2. in respect of death, Injury, disablement or medical expenses resulting from, or contributed to by any pre-existing medical condition, infirmity or disease which was known either to The Insured, or The Insured Person, at the commencement of the Period of Insurance,
3. in respect of Injury which arises directly or indirectly from, or in connection with, or is aggravated by sickness or disease, or any gradually operating cause, naturally occurring condition or degenerative process.

Money Subsection B Conditions

1. Compensation shall not be payable for any one Insured Person, under more than one of the Compensation items 1 to 3, in connection with the same occurrence of Injury.
2. Compensation shall not be payable until the total amount of Compensation has been agreed by The Insurer. The Insurer may however, at their discretion and upon request by The Insured, pay any weekly Compensation due at intervals in arrears of not less than four (4) weeks.
3. In the event of any Injury, the Insured Person must place themselves under the care of a qualified medical practitioner and act upon medical or surgical advice as soon as practicable.
4. The Insured shall notify The Insurer, within seven (7) days of an Assault occurring. All certificates, evidence and information reasonably required by The Insurer, shall be obtained at The Insured's own expense.
5. The Insured Person shall, at the request of The Insurer and as often as reasonably required, submit to medical examination at the expense of The Insurer.
6. Compensation shall only be paid by The Insurer on production of appropriate evidence from a qualified medical practitioner and, in the event of Death of an Insured Person, The Insurer shall be entitled to have a post mortem examination performed.
7. Any weekly Compensation payable by The Insurer shall not exceed The Insured Person's pre-injury weekly earnings from the Business.
8. Total Disablement shall have lasted for one hundred and four (104) weeks and shall have been proved to The Insurer's satisfaction to be permanent and without expectation of recovery before the Capital Sum becomes payable in respect of Permanent Total Disablement.

Money Subsection B Extensions

Subject to all other terms, limits, conditions and Exclusions of this section the cover provided is extended to include:

Medical Expenses
The Insurer shall pay any medical expenses incurred by the Insured Person, following an Assault for which cover is provided by this section, but not exceeding 15% of the Compensation payable.

Personal Clothing
The Insurer shall pay, as new, for Damage to clothing of the Insured Person as a result of an Assault not exceeding £250 per person.

Money - Special Conditions
Minimum Security Standard
As regards loss of Money from the Premises caused by or arising from or contributed to by theft or attempted theft, which occurs more than thirty (30) days after the inception of this insurance, it is a condition of this insurance that you will operate the Minimum Security Standard as detailed in the General Conditions.

Money in Transit
It is a condition of this insurance that Money in Transit of a value:
1. between £2,501 and £5,000 is accompanied by two (2) able bodied adults,
2. between £5,001 and £10,000 is accompanied by three (3) able bodied adults,
3. in excess of £10,000 is carried by an independent specialist security company.

Employee Theft

Definitions applicable to Employee Theft

Employee Dishonest Act

Any act of fraud or dishonesty, committed by an Employee under and during a contract of service with The Insured and resident within the Territorial Limits, with the clear intent of obtaining an improper financial gain for themselves, or for any other person or organisation intended by the Employee to receive such gain. Salaries, commissions, fees or other employee benefits earned in the normal course of employment shall not be regarded as improper financial gains.

Property Insured

The following property of The Insured or for which The Insured is legally responsible:

1. Buildings;
2. General Contents;
3. Stock;
4. Vehicles and Trailers;
5. Other property or interests,

all as defined herein and described in the Schedule.

Coverage

The Insurer will indemnify The Insured against direct loss of Property Insured caused by any Employee Dishonest Act committed during the Period of Insurance.

Discovery Provision

The indemnity provided by this section shall only apply in respect of losses discovered not later than twenty-four (24) months after the termination of:

1. this insurance, or
2. the termination of this insurance in respect of any Employee to which this insurance applies,

whichever occurs first.

Auditors' Fees

The Insurer will also indemnify The Insured in respect of Auditors' Fees incurred by The Insured in respect of a claim.

Limit of Liability

The liability of The Insurer in respect of all claims during any one Period of Insurance shall not, in the aggregate, exceed the Limit of Liability stated in the Schedule.

The Excess

The Insurer shall not indemnify The Insured for the amount of the Excess specified in the Schedule.

Exclusions to Employee Theft

The Insurer shall not indemnify The Insured against loss:

a) subsequent to The Insured continuing to entrust a defaulting Employee with Money or Property after becoming aware of any material fact bearing upon the honesty of such Employee,
b) of interest or consequential loss of any kind,
c) due to any unexplained shortages,
d) caused by any director of The Insured holding, or controlling, more than 5% of the issued share capital of The Insured (or any subsidiary of The Insured), or any loss in which such director has acted in collusion,
e) caused by the acts of any Employee of a company or firm which The Insured has merged with or acquired during the Period of Insurance,
f) unless the accounts of The Insured, including those of all subsidiary companies, have been examined by external auditors at least every twelve (12) months,
g) of cash in hand and petty cash unless it is checked, independently of Employees responsible, at least monthly and additionally, without warning, at least once in every six (6) months,
h) of cash or cheques received in the course of the Business if banked later than the banking day after receipt,
i) of cheques, or other instruments, drawn for more than £10,000, unless manually signed by two (2) authorised signatories after the amount payable has been inserted.
   No cheque, or other instrument, shall be signed until one (1) signatory has examined the supporting documentation and ensured that the payment and payee are genuine. (In the case of computer or machine prepared cheques, the supporting documentation shall be examined and authorised before the requisition for payment is input. All such

cheques or instruments drawn for an amount in excess of £10,000 shall require one (1) manually added signature after the cheque or instrument is printed),

j) by means of access to Computer Records:
   i. by Employees or external persons, in connection with accounting, finance or stock, unless protected by passwords, regardless of whether such access is for the purposes of system update, maintenance or amendment, or for operational or trading purposes. Such passwords shall be changed at least every ninety (90) days,
   ii. through the internet, or other external means of access, unless protected by firewalls and anti-virus software which are kept up-to-date in accordance with the providers' recommendations,
   iii. unless they and their security shall have been vetted by external auditors as frequently as they suggest, and any resulting recommendations are fully complied with,

k) by means of funds transfer unless instructions provided to a bank or financial institution for the purpose of transferring funds, or making payments of any kind:
   i. if written, are authorised as for Cheque Signing (see i) above),
   ii. if given by telephone, or sent by facsimile (whether by means of a fax message or by email), are verified by the bank or financial institution contacting a person authorised by The Insured, for the purpose of such verification, and different from the person purported to have given the originating instructions, prior to the necessary transfer or payment taking place,
   iii. if electronic instructions, are subject to dual control, whereby no one (1) Employee can complete a transfer or transaction from beginning to end and a password is required to execute the transfer or transaction, such password being unique to the individual person and to be changed at least once in every thirty (30) days. In the event that an Employee's password has been re-set in order that electronic instructions may be given, such electronic instructions shall be subject to a control whereby the person carrying out the re-set has no authority to effect or authenticate electronic instructions themselves,

l) of stock, machinery, equipment, goods and other supplies or services unless separate Employees are responsible for their ordering, the recording of their receipt, performance or delivery and the authorisation and payment for them and that a physical check of all stock and materials is made at least every twelve (12) months against verified stock records by separate Employees,

m) of payroll unless examined at least quarterly, by a different Employee from the one responsible for its content, to ensure that there are no ex-Employees or fictitious persons included,

n) established through cash book entries unless all such entries are checked by an Employee different from the one responsible for such entries against bank statements, receipts, invoices vouchers and other documents, and the balance tested against cash and un-presented cheques,

o) caused by any Employee employed subsequent to the commencement of this insurance and having responsibility for Money, accounts, stock, or computer operations, programs or security, unless,
   i. satisfactory references have been obtained which are not detrimental to the honesty of such Employee,
   ii. such references are obtained directly from former employers for the three (3) years immediately preceding engagement and before the Employee is entrusted without full supervision and all gaps in employment are satisfactorily explained,
   iii. written records are retained by The Insured, containing the original copy of each written reference received and also a written and signed file note in respect of any verbal references received and such records are made available to The Insurer upon request,

   References will not be necessary for Employees who have satisfactorily and continuously been in the service of The Insured for at least two (2) years in another capacity, before being entrusted with the duties referred to above.
   In respect of Employees with no previous employment history, it shall be sufficient for one character reference to be obtained,

p) in respect of all customers granted credit unless:
   i. statements of account have been issued at least monthly and accounts where payment is overdue by more than three (3) months have been reviewed by an Employee different from the one responsible for the issue of such statements,
   ii. in circumstances where an Employee is responsible for receipt of payment as well as issue of the statement, all related statements have been checked, at least quarterly, by a different Employee.

Conditions

1. Cessation of Cover
   Immediately following the discovery by The Insured of an Employee Dishonest Act, the liability of The Insurer to indemnify The Insured in respect of any further such acts by the same Employee shall cease.
2. Employee's Money
   Any Money in the hands of The Insured and belonging to an Employee who has committed an Employee Dishonest Act, together with any Money which would have been due to the Employee from The Insured shall be deducted from the amount of the loss before a claim is made under this insurance.
3. Recoveries

Any recoveries effected by The Insured shall accrue:

a) in the event that The Insured's claim exceeds the Limit of Liability, firstly to the benefit of The Insured to reduce or extinguish the amount of The Insured's loss (but not the amount of the Excess);
b) then to the benefit of The Insurer, to the extent of the claim paid or payable;
c) and finally to the benefit of The Insured in respect of the Excess.

Extensions

Unless otherwise stated in the Schedule (or by Endorsement to the insurance), the following section Extensions shall apply and are subject to all other terms, limits, conditions and exceptions of this section and all other sections of the policy excluding Commercial Legal Expenses, except where specifically varied by the terms of the section Extension.

1. Previous Insurance

   If this insurance immediately supersedes another insurance effected by The Insured covering Employee Dishonest Acts (the 'Superseded Insurance'), The Insurer will indemnify The Insured in respect of any loss discovered during the continuance of this insurance, but arising from an act committed during the continuance of the Superseded Insurance, if the loss is not recoverable thereunder solely because the period allowed for discovery has expired, provided that:

   a) the Superseded Insurance had been continuously in force, from the time of the loss until inception of this insurance;
   b) the loss would have been insured by this insurance had it been in force at the time of the loss;
   c) the liability of The Insurer shall not exceed the lesser of:
      i. the amount that would have been recoverable under the insurance in force at the time of the loss; or
      ii. the Limit of Liability under this insurance,

2. Reinstating or Rewriting of System Records

   The indemnity provided by this section shall include the reasonable cost of reinstating, rewriting or amending:

   a) computer software or systems where necessary to correct the programs, or amend the security codes;
   b) Computer Records which have been damaged, destroyed, erased or stolen,

   through an Employee Dishonest Act, which is the subject of claim for which liability has been agreed by The Insurer.

Goods in Transit

Definitions applicable to Goods in Transit

Fragile Goods

Any:

1. glass and / or glassware,
2. chinaware and / or earthenware,
3. marble and / or goods made therefrom,
4. scientific and / or technical instruments,
5. antiques,
6. works of art, pictures, curios, sculptures and the like,
7. goods of a brittle nature.

Property Insured

Goods which are property of The Insured or for which The Insured is legally responsible.

Coverage

The Insurer will indemnify The Insured against accidental Damage to the Property Insured whilst in Transit.

Limit of Liability

The liability of The Insurer during the Period of Insurance shall not exceed the limit in respect of each item or any other limit as stated in the Schedule.

The Excess

The Insurer shall not indemnify The Insured for the amount of the Excess specified in the Schedule.

Basis of Settlement – Other than Stock, Vehicles and Trailers

The amount payable shall be the cost of repair, reinstatement or replacement of the Property Insured as new, without deduction for wear and tear, to a condition equivalent to or substantially the same as, but not better or more extensive than its condition when new.

No payment will be made by The Insurer however until repair, reinstatement or replacement has been effected.

Basis of Settlement - Stock

In the event of any claim being made under this insurance for Damage occurring to Stock, the amount payable by The Insurer in respect of such Damage shall be:

1. the value of the property at the time of its destruction or the amount of the Damage;
2. in respect only of goods sold but not delivered, where by virtue of the conditions of the sale, the sale is cancelled because of the Damage, The Insurer's liability shall be based on the contract price.

Basis of Settlement - Vehicles and Trailers

In the event of any claim being made under this insurance for Damage occurring to Vehicles and Trailers, the amount payable by The Insurer in respect of such Damage shall be:

1. the trade market value of The Insured's Vehicle or Trailer immediately before the Damage,
2. the retail market value of The Insured's customer's Vehicle or Trailer immediately before the Damage,
3. the trade market value of The Insured's customer's Vehicle or Trailer immediately before the Damage when The Insured's customer has any involvement in the motor trade,

or the amount of the Damage, whichever is less.

Exclusions to Goods In Transit

The Insurer shall not indemnify The Insured against:

a) costs arising from delay in transit, loss of market or any consequential loss,
b) Damage caused directly by or consisting of:
   i. an act of fraud or dishonesty by any Employee of The Insured, or by members of their families or any other person or party to whom the Property Insured has been entrusted,
   ii. unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information,
c) Damage to Fragile Goods other than Damage caused by fire, theft or as a result of collision or overturning of the conveying vehicle,
d) Damage to Property Insured whilst warehoused or in storage,
e) loss of or Damage to Money,
f) Damage to Property Insured carried by or dispatched by The Insured for hire or reward,
g) Damage to Property Insured arising as a result of absence of or inadequate packing,

h) loss or Damage to Property Insured arising as a result of absence of, inadequate or incorrect labelling or addressing,

Losses from vehicles and overnight Exclusion

i) loss or Damage of Property Insured from vehicles:
   i. caused by theft or attempted theft from any Unattended vehicle overnight between the hours of 21:00 and 07:00 the following morning unless at the time of the theft or attempted theft the vehicle was contained in a securely locked unit or storage facility that either complied with the Minimum Security Standard as detailed in the General Conditions, or had twenty-four (24)-hour guards, secure boundaries with a minimum height of six (6)ft / one point eight (1.8)m and secure points of access, or
   ii. caused by theft or attempted theft from any Unattended vehicle at any time unless at the time of the theft or attempted theft:
      1. the vehicle, including the vehicle's storage / load area, where the Property Insured was located was protected by a working intruder alarm, and
      2. all doors windows or other points of access were closed and locked, security devices set and all keys removed.

j) Damage to any Property Insured in the open caused directly by wind, rain, hail, sleet, snow, or flood.

Extensions to Goods In Transit

Property Insured at Exhibitions

The indemnity provided by this section is extended to include Property Insured whilst at exhibitions not exceeding seven (7) days duration in connection with the Business.
The Insurer's maximum liability in respect of this Extension is £10,000 for all claims during the Period of Insurance.
The Excess in respect of this Extension is £250.

Damage to Packing Materials, Securing Equipment and Personal Effects

The indemnity provided by this section is extended to include Damage to:

1. Packing, packaging materials, dunnage, sheets, ropes, securing chains and straps;
2. Damage to the personal effects of any driver of the conveyancing vehicle or any attendant therein.

The Insurer's maximum liability in respect of this Extension is £2,500 for all claims during the Period of Insurance.
The Excess in respect of this Extension is £250.

Transhipping, Debris Removal and Reloading Costs

The indemnity provided by this section is extended to include additional costs reasonably incurred in:

1. transhipping Property Insured to another vehicle, delivering it to the original destination or returning it to the place of dispatch,
2. removal of debris,
3. reloading Property Insured on to the conveying vehicle or onto another vehicle,

following Damage to the Property Insured, falling of the Property Insured from or an accident to the conveying vehicle.
The Insurer's maximum liability in respect of this Extension is £5,000 for all claims during the Period of Insurance.
The Excess in respect of this Extension is £250.

Contractors' All Risks

Definitions applicable to Contractors' All Risks

This section is subject to General Condition 8. Underinsurance
For details of the Insurable Amount see Basis of Settlement below.

Contract
A contract or agreement entered into by The Insured in the course of the Business to carry out works.

Contract Works
Any permanent or temporary works undertaken or in the course of being undertaken in the performance of any Contract, including materials and goods for use in connection with the Contract.

Estimated Original Contract Value
The estimated valuation of the works to be undertaken in performance of the Contract at the outset.

Existing Structure
Any property in place prior to the outset of the Contract.

Free Issue Materials
Materials for use in connection with the Contract which are issued free to The Insured and for which The Insured is responsible.

Hired-in Plant
Plant or equipment which The Insured has hired, leased, rented or borrowed in connection with the Contract and for which The Insured is responsible.

Living Accommodation
The living accommodation of The Insured's or an Employee's home including the cellars, lofts and basements only accessible via their living accommodation. It does not include any garage, shed, outbuilding or other area that is accessible by an entrance external to the living area.

Maintenance Period
The period during which The Insured is responsible for rectifying any works as defined in the Contract.

Maximum Contract Value
The maximum value of any one Contract for which The Insurer will provide cover and as stated in the Schedule.

Plant
Any item of construction, agricultural or forestry machinery or plant including, but not limited to:
Chippers;
Diggers;
Excavators;
Mobile Elevated Working Platforms;
Stump grinders;
Telehandlers;
Trailers,
and any Temporary Buildings, scaffolding and other equipment of a similar nature for use in connection with the Contract.

Property Insured

1. Contract Works on the site of any Contract;
2. Employees' personal effects and tools;
3. Hired-in Plant;
4. Plant including fixtures and fittings other than any Hired-in Plant;
5. Temporary Buildings;
6. Tools;

all part of or for use in connection with any Contract and within the Territorial Limits or in transit in connection with the Contract and being the property of The Insured or for which The Insured is responsible.

Substantial Completion
A Building that is substantially complete other than in respect of decoration, fixtures and fittings.

Temporary Buildings
Any temporary building including a hut, shed, caravan, mobile home, shipping container, Portacabin or similar used in connection with the Contract for storage, offices or site welfare purposes belonging to The Insured or for which The Insured is responsible.

Tools
Hand held tools, hand held motorised equipment, climbing and safety equipment, lawn mowers (other than ride-on mowers) and light maintenance equipment other than Plant and Employee's tools and Personal effects.

Coverage
The Insurer will indemnify The Insured against accidental Damage occurring during the Period of Insurance in the course of the Business and within the Territorial Limits to Property Insured as stated in the Schedule belonging to The Insured or for which The Insured is responsible.

Limit of Liability
The Insurer's maximum liability shall not exceed:
1. in respect of the Contract Works:
    a. 125% of the Estimated Original Contract Value, or
    b. 125% of the Maximum Contract Value stated in the Schedule, or
    c. the Contract Works sum insured stated in the Schedule,
    whichever is the less, including the value of Free Issue Materials at the time of Damage,
2. in respect of all other Property Insured its Sum Insured as stated in Schedule.

The Excess
The Insurer shall not indemnify The Insured for the amount of the Excess specified in the Schedule.

Basis of Settlement
The amount payable shall be the cost of repair, reinstatement or replacement by similar property less an appropriate deduction for wear and tear.

Tools 'New for Old' Reinstatement
In respect of Tools the amount payable shall be the cost of repair, reinstatement or replacement of the Property Insured as new, without deduction for wear and tear, to a condition equivalent to or substantially the same as, but not better or more extensive than its condition when new.

Insurable Amount
In respect of Tools the Insurable Amount will be the cost of repair, reinstatement or replacement of the Property Insured as new, without deduction for wear and tear.
For all other Property Insured it shall be the cost of repair, reinstatement or replacement by similar property less an appropriate deduction for wear and tear (to be determined by The Insurer).

Contractors' All Risks Extensions
The following section Extensions shall apply subject to all other terms and conditions, limits and Exclusions of this insurance.

Additional Interest
The interest of any bank, finance company, building society or other financial institution or concern that has a financial interest in the Contract Works, Plant or Hired-in Plant covered by this section (including plant owners to the extent required by hire conditions) is noted in this insurance. The nature and extent of such interest is to be declared to The Insurer in the event of Damage.

Automatic free reinstatement

In the event of a claim for Damage insured by this section the Sums Insured will be reinstated automatically from the date of the Damage provided that The Insured complies with any reasonable recommendations The Insurer makes to prevent further Damage.

Continuing Hire Charges

The indemnity provided for Hired-in Plant shall extend to apply to the liability of The Insured to pay continuing hire charges as a result of any Damage insured under this section, provided that The Insurer shall not indemnify The Insured in respect of liability:

a. incurred for the first forty-eight (48) hours that such Hired-in Plant is out of use;
b. arising from the payment of hiring charges for a period exceeding three (3) months in respect of any one item of plant.

The maximum amount that will be paid by The Insurer under this Extension shall not exceed £25,000 in respect of any one item of Hired-in Plant.

Debris Removal

The indemnity provided by this section shall extend to apply to costs and expenses necessarily and reasonably incurred by The Insured with the prior consent of The Insurer in respect of removing and disposing of debris, dismantling, demolishing (including off-site storage), shoring, propping and clearance of drains and sewers following Damage for which indemnity is provided by this section, but excluding all costs and expenses arising from Pollution or Contamination of property not insured by this section.

The maximum amount that will be paid by The Insurer under this Extension shall not exceed 10% of the limit of liability under this section in respect of any one Occurrence, unless otherwise stated in the Schedule.

Public Authorities

The indemnity provided by this section shall include the additional cost of Reinstatement of the Contract Works incurred by The Insured, with the consent of The Insurer, solely by reason of the necessity to comply the stipulations of building or other regulations under, or framed in pursuance of any Act of Parliament or the byelaws of any public authority first imposed upon The Insured following Damage, provided that the Reinstatement is completed within twelve (12) months of the occurrence of the Damage or within such further time as The Insurer may in writing allow (during the course of such twelve (12) months period).

The indemnity under this Extension is granted provided that The Insurer shall not be liable in respect of costs for:

1. requirements relating to any undamaged part of the Contract Works, other than foundations (unless foundations are specifically excluded from this insurance),
2. any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of compliance with any of the stipulations.

Expediting Expenses

The indemnity provided by this section shall extend to apply to the costs necessarily and reasonably incurred by The Insured, with the consent of The Insurer, in making temporary repairs and expediting permanent repair in respect of Damage insured by this section, including the cost of overtime, weekend shift working, plant hire charges, and express delivery (including air freight).

The maximum amount that will be paid by The Insurer under this Extension shall not exceed 10% of the limit of liability under this section in respect of any one Occurrence, unless otherwise stated in the Schedule.

Free Issue Materials

The Contract Works shall include Free Issue Materials, provided that the value of such materials is included within both the limit of liability and any declaration of value made in accordance with the policy General Conditions.

Immobilised Plant

The indemnity provided for Plant and / or Hired-in Plant shall include the cost of recovery or withdrawal of any such plant which is unintentionally immobilised other than recovery or withdrawal necessitated solely by reason of electrical or mechanical breakdown or derangement of the plant.

Maintenance Period

The Insurer will indemnify The Insured for Damage to the Property Insured occurring during any Maintenance Period not exceeding twelve (12) months but only in respect of Damage arising from an Occurrence prior to the Maintenance Period or from works undertaken during the Maintenance Period in connection with the Contract.

Munitions
The Insurer will indemnify The Insured in respect of Damage to the Property Insured arising from the detonation of munitions of war in or about the site of any Contract, provided that such Damage does not result from a state of war current at the time of the Damage.

Off-site Storage
The indemnity provided by this section is extended to include materials and goods belonging to The Insured or for which The Insured is responsible that are intended for incorporation into the Contract whilst stored away from the site of the Contract, provided that such materials and goods can be specifically identified as materials or goods to be used in connection with the Contract.
The maximum amount that will be paid by The Insurer under this Extension shall not exceed £25,000 in respect of any one Occurrence.

Plans
The indemnity provided by this section is extended to include plans, drawings and other documentation for use in connection with the Contract belonging to The Insured or for which The Insured is responsible.
The maximum amount that will be paid by The Insurer under this Extension shall not exceed:
a. the cost of reproducing such plans, drawings and other documentation; or
b. £25,000 in the aggregate during the Period of Insurance,
whichever is the less.

Professional Fees
The indemnity provided by this section shall include architects', surveyors', consulting engineers', legal and other professional fees necessarily and reasonably incurred with The Insurer's consent in the reinstatement of any Damage covered by this section, but not any fees or expense incurred in preparing a claim under this insurance.
The maximum amount that will be paid by The Insurer under this Extension shall not exceed £25,000 in respect of any one Occurrence.

Series Losses
Where Damage of or to the Property Insured on any one Contract site arises during any one period of seventy-two (72) consecutive hours caused by storm, tempest, flood, earthquake, subsidence or collapse it shall be deemed to be a single event and therefore constitute one loss with regard to the application of the Excess.

Show Homes
The indemnity provided by this section will include Damage to the contents of show homes, sales offices and the like on the site of any Contract until sold and no later than ninety (90) days after Substantial Completion of all buildings on site, excluding:
a) Damage caused by burst pipes during the period from 1 December to 1 March unless:
   i. the Premises are secured in accordance with the Minimum Security Standard as detailed in the General Conditions and any alarm protection in effective operation;
   ii. gas, water and electricity supplies are turned off at the mains, other than those necessary to maintain any automatic sprinkler installation or alarm system;
   iii. any water system is drained down.
   Items ii. and iii. above will be waived in-so-far as is necessary to maintain a heating system in operation throughout the Premises which provides a minimum temperature of 4°C (four degrees Centigrade) throughout the Premises at all times,
b) Damage caused by theft or malicious damage not involving following forcible and violent entry to or exit from the Premises.

The maximum amount that will be paid by The Insurer under this Extension shall not exceed £25,000 in respect of any one Occurrence.

Speculative development
The indemnity provided by this section will include Damage to Contract Works in respect of property being built by The Insured on a speculative basis. The indemnity will cease on:
1. the date such property is sold or let out;
2. ninety (90) days after Substantial Completion of all buildings on site,
whichever is the earlier.

Subrogation Waiver

Where The Insured is awarded a contract under the Joint Contracts Tribunal Standard Form of Building Contract 2011 (or any other form of contract containing similar conditions) the understated agreement applies to the Contract Works, but only to the extent required by the Contract.
In respect of Damage to the Contract Works by any of the specified perils defined in the above-mentioned Standard Form of Building Contract, it is agreed that, so far as is required by sub-contract conditions, The Insurer will not pursue any right of subrogation against subcontractors directly engaged by The Insured.

Contractors' All Risks – Section Conditions

The following Conditions apply to this section and should be read in conjunction with the General Conditions applying to the whole Policy.

1. Security Conditions

These conditions apply to any Tools and Plant included in the Property Insured.
The Insurers liability for any loss, or Damage by theft of any Property Insured left on site, Unattended, overnight or on non-working days is subject to the following security requirements:

Tools with a total replacement value of up to £20,000 for all items

All insured Tools must be kept in:

1. A locked and alarmed building built of mainly brick, stone, concrete or other non-combustible materials that complies with the Minimum Security Standard as detailed in the General Conditions, or
2. A locked and alarmed storage unit, container or vehicle within a facility that complies with the Minimum Security Standard as detailed in the General Conditions.

The alarm system must be in full and effective operation at the time of any loss or Damage by theft or attempted theft.

Tools with a total replacement value of £20,000 or more for all items

In addition to measures 1. and 2. above the building or storage unit where tools are kept must be protected by an intruder alarm system that:

1. was installed and is maintained by a Security Systems and Alarm Inspection Board (SSAIB) or National Security Inspectorate (NSI) accredited installer;
2. complies with the relevant BS or EN standard(s);
3. provides a level of protection to / at least equivalent to EN Grade 2 standard ('Grade 2: intruders are expected to have more knowledge and some specialist equipment.');
4. has a secure Alarm Transmission System (ATS or 'signalling') that is monitored by an approved Alarm Receiving Centre (ARC), or
5. another specification notified to and agreed in writing by The Insurers.

The alarm system must be in full and effective operation at the time of any loss or Damage by theft or attempted theft.

Plant with a replacement value of up to £20,000

All keys must be removed and stored elsewhere and the insured Plant must be secured by:

1. a leglock and / or,
2. a wheel clamp and / or,
3. a closed-shackle padlock conforming to CEN grade 5 or higher together with a heavy-duty chain attached to a solid anchoring point.

Plant with a replacement value of £20,000 or more

In addition to measures 1. to 3. above insured Plant must be kept in:

1. A building built of mainly brick, stone, concrete or other non-combustible materials that complies with the Minimum Security Standard as detailed in the General Conditions, or
2. A compound, yard or storage facility that complies with the Minimum Security Standard as detailed in the General Conditions.

Trailers

Trailers must be secured by:

1. a wheel clamp and / or,
2. a closed-shackle padlock conforming to CEN grade 5 or higher together with a heavy-duty chain to a solid anchoring point.

2. Cessation of Work

In the event of stoppage of work by The Insured on the site of any Contract for a period in excess of ninety (90) days for any reason the indemnity provided by this section in respect of the Contract Works will be suspended unless:

a) The Insurer agrees to continue cover;
b) The Insured undertakes all reasonable measures to prevent Damage to the Property Insured.

3. Plant Inspection

The Insured must ensure that all Plant and other equipment requiring statutory inspection is inspected in accordance with the applicable regulation.

4. Principals Clause

The indemnity provided by this section is extended to include any principal where so required by the conditions of the Contract, provided that such principal is subject to and complies with the terms, conditions and Endorsements of the insurance.

8. Seventy-Two (72) Hours Clause

All Damage caused by storm, tempest, flood, subsidence or landslip occurring in any one period of seventy-two (72) consecutive hours, within any one Period of Insurance, shall constitute one Occurrence for the purposes of this section. The Insured shall select the time from which any such period shall commence, provided that such Damage occurred prior to the expiry of the Period of Insurance. If there is more than one such period selected during the Period of Insurance, they must not overlap and the Excess shall apply to each selected period.

Exclusions to Contractors All Risks

The Insurer will not cover:

a) Aircraft, Drones or Watercraft

Damage to any aircraft, drone, hovercraft, offshore installation, offshore rig, offshore platform or watercraft,

b) Breakdown, Explosion or Misuse

Damage to any Hired-in Plant, Plant, Tools or equipment caused by its own breakdown, explosion or by its misuse,

c) Completed Works

Damage to the Contract Works which have been completed and:

i. for which a certificate of completion has been issued, or
ii. have been handed over to The Insured's employer, or
iii. have been taken into use,

d) Defective Design or Workmanship

the cost of repairing, replacing or rectifying any Property Insured necessary due to a defect in design, plan, specification, materials or workmanship thereof,

e) Disappearance or Shortage

Damage to Property Insured by disappearance or shortage where such disappearance or shortage is only identified by inventory or is not traceable to an identifiable Occurrence,

f) Existing Structures

Damage to any Existing Structure or part thereof,

g) High Value Property

Damage to Property Insured made of precious metal, or any jewellery, watches, portable electronic devices, mobile phones, cameras or Money,

h) Non-ferrous Metals

Damage resulting from theft in respect of unfixed non-ferrous metals, cables or pipes of any description left on site, Unattended, overnight or on non-working days unless contained at the time of theft in either:

i. a securely locked building built of mainly brick, stone, concrete or other non-combustible materials that complies with the Minimum Security Standard as detailed in the General Conditions, or
ii. a securely locked unit or vehicle in a storage facility that either complies with the Minimum Security Standard as detailed in the General Conditions, or has twenty-four (24)-hour guards, secure boundaries with a minimum height of six (6)ft / one point eight (1.8)m and secure points of access,

i) Road Vehicles or Plant

Damage to any vehicle or Plant other than any such vehicle or Plant which is designed or adapted primarily for use as a tool of trade, and which is:

i. not more specifically insured or which would be insured but for the existence of this policy, and;
ii. not licensed for road use and not used in circumstances which require insurance or security under any Road Traffic Act legislation,

j) Vehicles Overnight or Unattended

Loss or Damage of Property Insured from vehicles:

i. caused by theft or attempted theft from any unattended vehicle overnight between the hours of 21:00 and 07:00 the following morning unless at the time of the theft or attempted theft:
   a. the vehicle was contained in a securely locked unit or storage facility that either complies with the Minimum Security Standard as detailed in the General Conditions, or has twenty-four (24)-hour guards, secure boundaries with a minimum height of six (6)ft / one point eight (1.8)m and secure points of access, or
   b. The Insured was working locally on emergency call-out or on contractual night work,

ii. caused by theft or attempted theft from any Unattended vehicle at any time unless at the time of the theft or attempted theft:
   a. the vehicle, including the vehicle's storage / load area, where the Property Insured was located was protected by a working intruder alarm, but this requirement will not apply to Property Insured contained within a factory-fitted, securely locked storage box,
   b. all doors windows or other points of access were closed and locked, security devices set and all keys removed,
   c. any windows in the storage / load area were protected by heavy duty bars, but this requirement will not apply to Property Insured that was contained in a securely locked storage box.

k) Wear & Tear, Rust, Scratching etc.

the cost of repairing, replacing or rectifying any Property Insured necessary due to wear and tear, gradual deterioration, atmospheric conditions, rust, wet or dry rot, mildew, corrosion, oxidisation, vermin or insects or the scratching of painted or polished surfaces.

l) Wilful or Reckless Acts

Damage caused by The Insured's or any Insured Person's wilful or reckless act or omission.

Commercial Legal Expenses (from Arc Legal Assistance Ltd)

This cover is insured by AmTrust Europe Limited and administered by Arc Legal Assistance.

Arc Legal Assistance is one of the leading providers of Legal Expenses Insurance in the United Kingdom. Details of who We are and what We do can be found here: http://www.arclegal.co.uk/

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Explanation of Legal Expenses Insurance

Commercial legal expenses insurance is used to cover The Insured against the costs of:

a) legal advice;
b) preliminary legal steps in order to negotiate a pre-Proceedings solution;
c) Awards of Compensation;
d) legal representation in Proceedings; and/or
e) Attendance Expenses for officers or Employees to attend Proceedings.

Summary of the Legal Expenses policy

This policy is designed to provide cover to The Insured in the event that The Insured needs legal assistance arising under one of the following sections of cover:

- Employment Disputes and Compensation Awards
- Bodily Injury
- Prosecution Defence for Employers and Employees
- Data Protection and Information Commissioner Registration
- Contract
- Property Damage
- Property Infringement
- Tenant Eviction
- Statutory Licence Protection
- Tax Disputes
- Jury Service

See the 'Cover' section for further details.

In the event of a valid claim under this insurance, We will appoint Our panel solicitors, or their agents, to handle The Insured's case. The Insured are not covered for any other Adviser's fees unless court Proceedings are issued, or a Conflict of Interest arises. Where it is necessary to start court Proceedings or a Conflict of Interest arises and The Insured want to use a legal representative of their own choice, Legal Costs and Expenses payable by Us are limited to no more than (a) Our Standard Legal Costs and Expenses; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

Telephone Helplines

Legal Expenses Helpline

The Legal Expenses Helpline service may be used to discuss any problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man. Simply telephone 0344 770 1040 quoting "Square Pegs - Commercial Legal Expenses Insurance" and ask to speak to a legal Adviser. This service is here to help The Insured. Do not hesitate to make full use of it. In particular if something The Insured are proposing to do may result in a claim, The Insured must use the helpline first.

Lifestyle Counselling Helpline & Online Support Service

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues.

Our specialists will help The Insured deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting their general wellbeing.

Counsellors and information specialists are also trained to help The Insured with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which The Insured can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness.

Information is updated regularly by a team of experienced counsellors and information specialists.

The Insured can access the Lifestyle Counselling Helpline on 0344 770 1036 or The Insured can access the Online Support Service by visiting www.arclegal.co.uk/carefirst where The Insured will be required to enter the username: 10848 and password: SQPCOMM

Employment Manual
Our service provides access to an Employment Manual that offers comprehensive, up-to-date guidance on rapidly changing employment law. To view it, please visit Our website at www.arclegal.co.uk/informationcentre. From the Information Centre page click on the Employment Manual link. The Insured will need to input the username: 10848 and password SQPCOMM. All sections of this web-based document can be printed off for The Insured's own use.

How to make a claim

Employment Cover
The Insured will give Us immediate notice in writing of any Proceedings or suit made or brought against The Insured or believed by The Insured to be considered and any summons or other process served or threatened to be served and any event which may give rise to Proceedings against The Insured.

There will be no cover under this policy unless The Insured have either:

1. Followed the formal ACAS procedure; or

2. The Insured has sought and followed the advice of the Legal Expenses Helpline as to the procedure to be adopted and have received specific authorisation from the Legal Expenses Helpline:
   a) prior to carrying out any disciplinary procedure or action or suspension of an Employee;
   b) prior to Dismissal of an Employee;
   c) prior to notifying an Employee of their intended retirement date or retiring an Employee;
   d) prior to instituting a redundancy programme and prior to making an Employee redundant;
   e) upon notification formally or informally of a grievance from an Employee or ex-Employee;
   f) upon notification formally or informally of a complaint relating to discrimination victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation;
   g) prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration);
   h) immediately an Employee walks out with or without written notice;
   i) upon receipt of an appeal from an Employee or ex-Employee against a decision taken as a result of a disciplinary or grievance procedure or retirement procedure or a decision to dismiss
   j) arising out of or in connection with any business transfer or purported business transfer falling within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.

If The Insured does not tell Us within one hundred and eighty (180) days and within the Period of Insurance about this event, any claim resulting from that event will not be covered.

Failure to seek and follow the advice of the helpline in any of the above situations will mean that any claim arising as a result of the action will not be covered.

a) If The Insured receives a form ET1 (claim form) from an employment tribunal and wish to obtain indemnity under this cover The Insured should notify the Legal Expenses Helpline. This must be done immediately because of the statutory twenty-eight (28) days' time limit for returning a response form (ET3) or responding on-line. The response form should be left blank for completion by their Adviser. Upon request, The Insured must complete a claim form by visiting www.arclegal.co.uk/informationcentre and forward it to Us immediately. Alternatively, We will send The Insured a claim form;
b) If a former Employee requests a written statement of reasons for Dismissal, The Insured must contact the Legal Expenses Helpline, not later than seven (7) days from the request and prior to the statement being given;

c) If The Insured intend to make a significant alteration to an Employee's terms of employment The Insured must telephone the Legal Expenses Helpline first and follow their advice.

Prosecution Defence for Employers and Employees - Health and Safety Prosecutions

There will be no cover under this Policy unless The Insured have sought and followed the advice from the Legal Expenses Helpline as to the procedure to be adopted and has received specific authorisation upon:

a) becoming aware of an event which could lead to a prosecution being brought under health and safety legislation; or
b) being contacted by the Police or any enforcing authority informing The Insured of an intention to prosecute or to question or interview The Insured about an alleged offence, or event which could result in an offence being committed.

If The Insured does not tell Us about this event within one hundred and eighty (180) days and within the Period of Insurance, any claim resulting from that event will not be covered. Legal Costs and Expenses incurred prior to Our accepting The Insured's claim will not be covered under this insurance. The Insured can complete and submit their claim form online by visiting www.arclegal.co.uk/informationcentre . Alternatively, We will send The Insured a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to Us at the earliest opportunity.

Tax

There will be no cover under this Policy unless The Insured has obtained specific authorisation from the Legal Expenses Helpline and then sought and followed the advice as to the procedure to be adopted on receiving:

a) a written decision, notification of dissatisfaction or assessment issued by HM Revenue & Customs following an examination of The Insured's books, records or accounts;
b) a notification in writing by the relevant authority of an HM Revenue & Customs enquiry, investigation or dispute;
c) an enquiry following a control visit by HM Revenue & Customs into the operation of PAYE and NIC resulting in a letter of dissatisfaction with The Insured's affairs;
d) an enquiry conducted into the status of The Insured under the Social Security Contributions (Intermediaries) Regulations 2000 and/or the Welfare Reform and Pensions Act 1999 and/or the Finance Act 2000;
e) an enquiry by HM Revenue & Customs into The Insured's self-assessment return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 together with a request to examine The Insured's books and records; or
f) an enquiry by HM Revenue & Customs which is limited to one or more specific aspects of the Customer's self-assessment Return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 which does not include a request to examine all The Insured's books and records.

If The Insured does not tell Us about this event within one hundred and eighty (180) days and within the Period of Insurance, any claim resulting from that event will not be covered. Legal Costs and Expenses incurred prior to Our accepting The Insured's claim will not be covered under this insurance. The Insured can complete and submit their claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively, We will send The Insured a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to Us at the earliest opportunity.

All other sections of cover

Potential claims must be notified to Us by telephoning the Legal Expenses Helpline and before instructing an Adviser. The Insured must make their claim as soon as The Insured is, or should reasonably have been, aware of any event which has resulted in, or could result in an Insured Event. (If The Insured does not tell Us about this event within one hundred eighty (180) days, and within the Period of Insurance, any claim resulting from that event will not be covered). The Insured must follow the advice of the Legal Expenses Helpline. Legal Costs and Expenses incurred prior to Our accepting The Insured's claim will not be covered under this insurance. The Insured can complete and submit their claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively, We will send The Insured a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to Us at the earliest opportunity.

Important Conditions – Legal Expenses

If The Insured's claim is covered under a section of this policy and no exclusions apply then it is vital that The Insured comply with the conditions of this policy in order for their claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Claims Made
This is a "Claims Made" insurance contract which means it only covers claims notified to Us during the Period of Insurance and within one hundred and eighty (180) days, of any circumstance which may give rise to any claim. Failure to do so would lead Us to decline a claim for indemnity under this insurance.

Prospects of Success
There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves The Insured's interests. The assessment of The Insured's claim and the prospects of its success will be carried out by an independent Adviser. If the Adviser determines that there is not a 51% or greater chance of success, then We may decline or discontinue support for The Insured's case.

Proportional Costs
An estimate of the Legal Costs and Expenses to deal with The Insured's claim must not be more than the amount of money in dispute. The estimate of the Legal Costs and Expenses will be provided with the assessment of The Insured's case and will be carried out by the independent Adviser. If the estimate exceeds the amount in dispute then We may decline or discontinue support for The Insured's case.

Employment Matters
There will be no cover under this policy unless The Insured has either sought and followed:
a) the formal ACAS procedure; or
b) the advice of the Legal Expenses Helpline as to the procedure to be adopted and have received specific authorisation from the Legal Expenses Helpline in relation to employment matters.

See the 'How to Make a Claim – Employment' section for further details.

Duty of Fair Presentation
The Insured is responsible for disclosing, in a clear, accessible and comprehensive way, all information which The Insured should be aware would influence The Insurer's decision to provide insurance to The Insured on the terms agreed.

Excluded Trades
There is no cover under this policy if The Insured are engaged in the following trades:
- Aircraft / aerospace
- Gaming gambling and night clubs
- Fairgrounds and amusement arcades
- Solicitors
- Professional sporting clubs
- Care/nursing homes
- Recruitment agencies and umbrella companies
- Financial Services

Advice and Authorisation Procedures
There will be no cover under this insurance contract unless The Insured follows the advice and authorisation procedures set out in the 'How to Make a Claim' section.

Suspension of Cover
If The Insured breaches a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The Insurer will have no liability to The Insured for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

Definitions applicable to Legal Expenses

ACAS
The Advisory, Conciliation and Arbitration Service which provides free and impartial information and advice to employers and Employees on all aspects of workplace relations and employment law.

Adviser
Our panel solicitors, or their agents, an accountant or other appropriately qualified person, firm or company appointed by The Insurer to act for The Insured, or, and subject to The Insurer's agreement, where Proceedings have been issued, another legal Adviser nominated by The Insured.

Aggregate Amount Payable
The maximum We will pay for all claims arising under this insurance in one Period of Insurance. The Aggregate Amount Payable is £1,000,000.

Attendance Expenses
Means the actual loss of earnings of any Employee, or other officer of The Insured for the period they are absent from work to attend at any court or tribunal hearing either:-

a) as a witness on The Insured's behalf and at the request of the Adviser in respect of a matter involving a valid claim under this insurance;
b) as a party to the Proceedings and at the request of the Adviser in respect of a matter involving a valid claim under this insurance;
c) while attending Jury Service,

for each half or full day of such attendance and shall be calculated on the basis that the period of absence from work shall be calculated to the nearest half day, taking an eight (8) hour day to be a whole day for this purpose and the maximum period for which a claim can be made in respect of any one day

The maximum payable in respect of one eight hour period shall be £100 per person.

Awards of Compensation
Basic and compensatory Awards of Compensation which The Insured must pay as a result of judgment in a dispute under legislation following a claim under sub-section (b) of the 'Employment Disputes and Compensation Awards' section of cover or under sub-section (c) of the 'Data Protection and Information Commissioner Registration section of cover; or

An out-of-court settlement of a claim under sub-section (b) of the 'Employment Disputes and Compensation Awards' section of cover or under sub-section (c) of the 'Data Protection and Information Commissioner Registration' section of cover, to which We have given Our prior written consent.

Business Premises
The Business Premises declared to and accepted by Us.

Conditional Fee Agreement
An agreement between The Insured and the Adviser or between Us and the Adviser which sets out the terms under which the Adviser will charge The Insured or Us for their own fees.

Conflict of Interest
Situations where We administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Contract of Employment
A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

Data Controller
The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.

Data Protection Legislation
The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event.

Deposit
The sum of money collected from the Tenant in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a Tenancy Agreement to which it applies and held by The Insured or The Insured's agent as an indemnity for losses incurred by The Insured arising from the Tenant failing to perform his obligations set out in the Tenancy Agreement. A minimum amount equal to one month's Rent must be retained as the Deposit.

Disclosure Breach
Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

Dismissal
The termination of an Employee's Contract of Employment by:
a) The Insured, giving notice to the Employee;
b) The Insured because of an Employee's gross misconduct;
c) the expiry of a limited-term without renewal;
d) an Employee by reason of their conduct.

Any Dismissals must be handled in accordance with the advice provided by the Legal Expenses Helpline or the formal ACAS procedure.

Director
The Insured's Director(s) including executive officers.

Employee / The Insured's Employee(s)
Any person who has entered into or works under (or, where the employment has ceased, worked under) a Contract of Employment with The Insured in connection with the business insured under this policy.

Excess
The sum payable by The Insured as a contribution towards the costs incurred arising from any claim made under this insurance as stated below:

Contract
£500 where the amount in dispute exceeds £5,000

Tax (Aspect Enquiries)
£200

All other sections
Nil

HMRC
H.M. Revenue and Customs in the United Kingdom.

Insured Event
The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

Employment
In employment disputes the Insured Event will be the receipt of an ET1 Employment Tribunal Claim Form.

Tax
In accountancy matters the Insured Event arises on the date that The Insured or their Adviser are contacted either verbally or in writing, by the relevant department of HMRC advising The Insured of either dissatisfaction with The Insured's returns, or amounts paid, or notice of intention to investigate.

Criminal Proceedings
In criminal cases the Insured Event will be the date that The Insured commenced or are alleged to have commenced to violate the criminal law in question.

Jury Service
In a claim arising from jury service the Insured Event arises at the end of the period of jury service, at which point The Insured can submit a claim.

For the purposes of the Limit, only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Insurers
AmTrust Europe Limited.

Legal Costs and Expenses
Reasonable unrecovered fees and disbursements properly and necessarily incurred by the Adviser with Our prior written authority and any costs incurred by a third party, on the standard basis of any Proceedings, for which The Insured may be made liable by order of a court or by agreement.

Legal Expenses Helpline
The service provided by Our panel solicitors on Our behalf which enables The Insured to obtain advice on any matter which may give rise to a claim under this insurance.

Maximum Amount Payable
The Maximum Amount Payable by Us in respect of an Insured Event, subject to the Aggregate Amount Payable.

The Maximum Amount Payable for each section of cover are as stated below:

Jury Service
The maximum payable in respect of one eight (8) hour period is £100 per person

Tax Disputes (Aspect Enquiries only)
£2,000

All other sections
£100,000

Period of Insurance
The period of cover declared to and accepted by Us.

Premises
The location(s) as stated in the schedule or in any endorsement that are used by The Insured.

Proceedings
Civil, criminal, tribunal or arbitration proceedings or appeals arising from them brought in the Territorial Limits.

Rent
The monthly amount payable by the Tenant to The Insured a set out in the Tenancy Agreement.

Standard Legal Costs and Expenses
The level of Legal Costs and Expenses that would normally be incurred by Us in using an Adviser of Our choice, including Our Conditional Fee Agreement.

Statutory Licence
A licence issued under statute or statutory instrument or by government or local authority to The Insured where the licence is necessary to engage in The Insured's business or trade.

Tenant
The organisation, company or individual named in the Tenancy Agreement.

Tenancy Agreement
The written terms of agreement between The Insured and The Insured's Tenant concerning the lease of the Premises for commercial or residential use. If the Tenancy Agreement is for a residential Tenant it must be either:

a) an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the Territorial Limits, or
b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the Tenant is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the Territorial Limits and the Premises is let purely for residential purposes of the Tenant's employees and their family, or

c) a written common law residential Tenancy Agreement created after 28th February 1997 between individuals where the rent is in excess £100,000 per annum or its equivalent outside of England and Wales but within the Territorial Limits,

and which is:

a) appropriate for the tenancy, and
b) where relevant, signed and independently witnessed by The Insured, the Tenant(s) and, if required as a condition of the Tenant Reference, the guarantor, and
c) free from any unreasonably restrictive covenants.

If the Tenancy Agreement is for a commercial Tenant it must be compliant with the Landlord and Tenant Act 1954 (Part 2). If the Tenancy Agreement is for a residential Tenant the Tenancy Agreement must be for a fixed term of no more than twelve (12) months.

Territorial Limits

For all sections of cover: United Kingdom, The Channel Islands or The Isle of Man.

Tenant Reference

A credit check against the Tenant and any guarantor obtained from a licensed credit referencing company showing no County Court Judgments in the past three (3) years and no outstanding County Court Judgments together with copies of two (2) forms of identification one of which must contain a photograph and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their salary is at least a multiple of 2.5 of the Tenant's Rent If all of the above are not available or in the case of student and DSS tenants a full Tenant Reference showing a pass on the Tenant and guarantor must be obtained from one of Our approved tenant referencing companies. Details of these companies are available online at http://www.arclegal.co.uk/informationcentre/index.php

We / Us / Our / Ourselves

Arc Legal Assistance Limited acting on behalf of Insurers.

The Insured

Jury Service

The person(s) declared to and accepted by Us or the Employees or Directors of a company or companies declared to and accepted by Us.

All other sections

The person(s), company or companies declared to and accepted by Us.

Sections of Cover

Employment Disputes and Compensation Awards

What is insured:-

Legal Costs and Expenses incurred by The Insured:

a) in defence of Proceedings brought in an employment tribunal, arising from a dispute with an Employee or ex-Employee relating to:
   i. The Contract of Employment with the Insured;
   ii. Actual or alleged breaches of their statutory rights under employment legislation;
b) awards of Compensation made against The Insured arising from claims under section a) above.

What is not insured:-

Claims:

a) which are incurred by deliberately avoiding liability for a redundancy payment or for monies or benefits due under a Contract of Employment;
b) relating to the protection of Employees' rights when the organisation or service they work for transfers to a new employer and impact on The Insured as the outgoing or incoming employer;
c) relating to equal terms;
d) for redundancy payments or an award or settlement in relation to Employees dismissed because of redundancy where The Insured have failed to comply with the legal requirements relating to redundancy;
e) arising from the Dismissal of any Employee or change to an Employee's terms of employment unless the Dismissal or change to an Employee's terms of employment is handled in accordance with either the advice provided and procedures laid down by the Legal Expenses Helpline as described in the conditions to this insurance or the formal ACAS procedure;

f) arising where the Insured Event was less than ninety (90) days after the start of the first Period of Insurance, or less than one hundred and eighty (180) days after the start of the first Period of Insurance, if the Employee was at that time subject to disciplinary Proceedings or any verbal or written warning;
g) for any Awards of Compensation made against The Insured relating to trade union activities including membership or non-membership; or relating to pregnancy, maternity or paternity rights;
h) for any Awards of Compensation made because of The Insured's failure to provide written reasons for Dismissal;
i) for any compensatory award specified in a reinstatement or re-engagement order or made because of The Insured's failure to provide written reasons for a Dismissal;
j) for any award to the extent that it relates to contractual rights accruing to the Employee or ex-Employee prior to the actual or alleged breach of the actual or alleged Contract of Employment;
k) relating to pension rights;
l) arising from The Insured's failure to follow the process set out in the 'How to Make a Claim' section in this policy.

Bodily Injury

What is insured:-
Legal Costs and Expenses and Attendance Expenses incurred by The Insured's Employee(s) in the pursuit of Proceedings for damages, specific performance or injunction arising from or out of their death or bodily injury.

This cover extends to include members of an Employee's family who suffer bodily injury following an event that also causes bodily injury to The Insured's Employee.
If the Proceedings are going to be decided by a court in England or Wales and the damages The Insured are claiming are above the small claims track limit, the Adviser must enter into a Conditional Fee Agreement which waives their own fees if The Insured fail to recover the damages that The Insured are claiming in the Proceedings in full or in part. If the damages The Insured are claiming are below the small claims track limit Advisers' Costs will not be covered but The Insured can access the Legal Expenses Helpline for advice on how to take their case further.

What is not insured:-
Claims:
a) made against The Insured by an Employee;
b) for an accident/incident giving rise to bodily injury or death which occurred prior to the start of the first Period of Insurance;
c) for any sickness or disease or any naturally occurring condition or degenerative process;
d) for a condition which manifested itself prior to the start of the first Period of Insurance;
e) for the defence of any claim for bodily injury;
f) for medical negligence;
g) under the small claims track.

Prosecution Defence for Employers and Employees

What is insured:-
Legal Costs and Expenses incurred by:
a) The Insured arising from any act or omission - or alleged act or omission - which leads to The Insured's prosecution in a court of criminal jurisdiction;
b) The Insured arising from appeals by The Insured against the service of improvement and prohibition notices under The Health and Safety at Work Act 1974;
c) The Insured's Employees or Directors, concerning any matter arising out of his or her duties as The Insured's Employee arising from any act or omission, or alleged act or omission, which leads to the prosecution of The Insured's Employee in a court of criminal jurisdiction.

What is not insured:-
Claims:
a) arising from deliberate discrimination by The Insured, or an Employee or a Director amounting to an act of unlawful discrimination;
b) for incidents dealt by the Health and Safety Executive under the Fee for Intervention (FFI) cost recovery schemes under the Health and Safety (Fees) Regulations 2012;
c) for criminal prosecutions brought under Health and Safety legislation;
d) for damages, compensation, interest, fines, costs or other penalties that The Insured are ordered to pay by a court of criminal jurisdiction;
e) arising from a motor prosecution;
f) arising from The Insured's prosecution alleging:
    i. intentional obstruction of a person in the execution of a warrant issued under Data Protection Legislation by The Insured or by an Employee;

ii. arising from The Insured's, or an Employee's, failure to give a person executing such a warrant the assistance they reasonably require for its execution;
iii. arising from prosecutions of Employees for personal matters which do not relate to their duties as The Insured's Employees.

Data Protection and Information Commissioner Registration

What is insured:-
Legal Costs and Expenses incurred by The Insured as a Data Controller:

a) as well as Attendance Expenses, in Proceedings arising from appeals against any enforcement or other notices served on The Insured under Data Protection Legislation;
b) if Proceedings are issued against The Insured for compensation under Data Protection Legislation;
c) for any Award of Compensation made against The Insured under Data Protection Legislation;
d) incurred in an appeal against the refusal of the Information Commissioner to register The Insured's application for registration.

What is not insured:-
Claims:

a) arising from a failure to register as a Data Controller;
b) for Proceedings against The Insured alleging contempt of the Data Protection Tribunal;
c) arising from a failure to respond to any notice served on The Insured under Data Protection Legislation;
d) arising from a failure to comply with any legislative requirement concerning the processing of sensitive data.

Contract

What is insured:-
Legal Costs and Expenses arising from any dispute between The Insured and a customer or supplier about a contract for the supply of goods or services where the total amount in dispute, is at least £250.

The contract must have been either entered into:

a) after the start of the first Period of Insurance; or
b) before the start of the first Period of Insurance subject to The Insured providing signed copies which confirm that the contract has been reviewed (and updated) at least once within the last five (5) years and confirm that The Insured are not aware of any circumstances which may lead to a claim.

What is not insured:-
Claims:

a) for any Insured Event which occurs within ninety (90) days of the start of the first Period of Insurance;
b) for the recovery of a debt from a customer where the customer does not dispute that the money is owed to The Insured;
c) for any dispute The Insured may have as a landlord or a tenant in connection with a lease or licence or tenancy agreement;
d) for the defence of any matter which should be covered under a professional indemnity insurance;
e) arising from the sale, lease, service, repair or test of a motor vehicle;
f) arising from a dispute over a financial services product, including payments which may be due under an insurance policy;
g) arising from a dispute with an Employee or former Employee arising from a Contract of Employment;
h) arising from any licence or franchise agreements;
i) arising from adjudication or arbitration proceedings;
j) arising from a dispute over the purchase, sale, lease, provision, service or repair of computer hardware, software, systems or services.

Property Damage

What is insured:-
Legal Costs and Expenses incurred in pursuit of Proceedings against a third party, other than an Employee or former Employee, following an act or omission relating to material property owned by The Insured which results in, physical damage to that property.

What is not insured:-
Claims:

a) arising from a contract made between The Insured and a third party;
b) arising from a lease or tenancy agreement applying to The Insured's Business Premises and disputes relating to the occupation of land or property owned by The Insured, by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on their behalf;
c) involving:

i. goods in transit;
ii. goods hired or lent to third parties;
iii. goods at premises other than those occupied by The Insured, unless they are at the premises for the purpose of installation or use in work carried out by The Insured;

d) involving a motor vehicle belonging to The Insured or in The Insured's possession, except whilst on The Insured's Business Premises.

Property Infringement

What is insured:-
Legal Costs and Expenses incurred by The Insured in Proceedings for nuisance or trespass against the person or organisation infringing their legal rights in relation to the Business Premises.

What is not insured:-
Disputes relating to a tenancy agreement or any other lease or licence to occupy property or land.

Tenant Eviction

What is insured:-
Legal Costs and Expenses and Attendance Expenses incurred by The Insured in Proceedings to evict a Tenant who is in breach of a Tenancy Agreement.

What is not insured:-

a) Claims where:
   i. there was no written Tenancy Agreement in place prior to the Tenant being allowed possession of the Premises or where the terms of the Tenancy Agreement are unenforceable;
   ii. The Insured are in breach of the terms of the Tenancy Agreement or the Tenant is pursuing a case against The Insured which has prospects of succeeding;
   iii. The Tenant is a student and the terms of the Tenancy Agreement have not been guaranteed by a guarantor who is an individual or organisation that has received a Tenant Reference and has signed a guarantor agreement assigning them to the obligations of the Tenancy Agreement;
   iv. the amount in dispute in relation to a non-residential Tenancy Agreement falls within the Small Claims Court limit applicable at the date of the Insured Event;
   v. The Tenant's breach relates to dilapidations to the Premises or the fixtures and fittings of the Premises unless the dilapidated items were featured in a detailed inventory produced and signed by the Tenant prior to the start of a residential Tenancy Agreement;
   vi. The Insured or their agent are in breach of section 213 of the Housing Act 2004 (and any amending legislation) in relation to the Deposit;
   vii. Professional Costs and Expenses have been incurred as a result of The Insured's failure to follow the advice of the Professional Adviser or arising from The Insured's failure to take any action recommended by The Insurer or the Adviser to recover possession of the Premises as promptly as possible;
   viii. where The Tenant is in receipt of housing benefit;
   ix. The Tenant has not received a Tenant Reference prior to the start of the Tenancy Agreement;
   x. The Insured has allowed the Tenant into possession of the Premises before all necessary statutory pre-grant notices to the Tenant have been issued, the first month's Rent and the Deposit have been received in cash or cleared funds and the Dilapidations Inventory has been signed by the Tenant;
   xi. The Tenant is not aged eighteen (18) years or over;
   xii. The Insured have failed to keep full and up to date rental records or have allowed the Tenancy Agreement to be transferred to any other individual or organisation.

b) Claims:
   i. falling within the jurisdiction of the Rent assessment committee, the lands tribunal or the leasehold valuation tribunal;
   ii. relating to:
      a. the compulsory purchase, placing of restrictions or any other action by the government, public or local authority, or
      b. planning law including town and country planning legislation, or
      c. the payment or non-payment of service charges as defined in the Landlord and Tenant Act 1985 (as amended):
         i. arising because a non-residential Tenancy Agreement is due to end or where the Insured Event relates to the renewal of a non- residential Tenancy Agreement;
         ii. arising from or connected to The Insured's performance of their obligations under the Tenancy Agreement or where there are insufficient prospects of success in the Proceedings due to the terms of the Tenancy Agreement being unenforceable;

iii. which occurred within the first ninety (90) days of the first Period of Insurance.

Disbursements incurred by the Adviser are not covered in relation to a non-residential Tenancy Agreement unless The Insurer has agreed to cover these at The Insurer's absolute discretion.

Statutory Licence Protection

What is insured:-
Legal Costs and Expenses and Attendance Expenses incurred by The Insured in an appeal to the relevant statutory body, or in Proceedings where the relevant authority suspends, revokes, alters the terms of or refuses to renew The Insured's Statutory Licences.

What is not insured:-
Claims:

a) arising from an original application or standard renewal of a licence;
b) arising from a criminal prosecution;
c) where The Insured are engaged in the following trades:
   i. gentlemen's clubs and other venues providing entertainment in the form of lap dancing, table dancing, pole dancing and/or where striptease and/or erotic dance is regularly performed;
   ii. fairgrounds and amusement arcades.

Tax Disputes

What is insured:-
Legal Costs and Expenses incurred by The Insured and arising directly from:

a) HMRC Enquiries and Disputes:
   i. a full or aspect enquiry by HMRC into The Insured's corporation tax return following the issue of formal notification by HMRC;
   ii. any challenge in writing by HMRC of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance check or routine inspection undertaken by HMRC into the operation of PAYE;
   iii. an enquiry conducted into the employment status of The Insured's Employees under the PAYE and/or NIC Regulations or Part 2, Chapter 8 of Income Tax (Earnings and Pensions) Act 2003 (IR35).
b) VAT Disputes:
   i. a dispute following a compliance check or routine inspection undertaken by HMRC of The Insured's VAT record-keeping;
   ii. an enquiry held under Section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations Service of HMRC providing that at the culmination of such investigation it is proved that The Insured were not found guilty of dishonesty, fraud or fraudulent intent.

What is not insured:-
Claims:

a) involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by Special Civil Investigations Office, Boards Investigation Unit of any other special office of HMRC;
b) arising from or relating to attendance at a compliance and/or control review or routine inspection undertaken by HMRC (PAYE/NIC and/or VAT);
c) where deliberate mis-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities;
d) where The Insured has failed to give their business status to the relevant authorities within a statutory period;
e) which originate from any enquiry, investigation or dispute which existed before the first Period of Insurance;
f) involving tax or National Insurance contributions avoidance schemes;
g) which occurs during the first sixty (60) days of the first Period of Insurance;
h) where The Insured has failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements;
i) arising from a dispute as to whether an Employee's remuneration should fall under either PAYE or sub-contract rules;
j) in respect of any dispute arising under the National Minimum Wage Act 1998 or the Tax Credits Act 2002;
k) in any claim where the policyholder has adopted a tax avoidance scheme; or
l) in respect of the preparation or rectification of self-assessment tax returns, accounts, P11Ds, P35s, VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of The Insured's affairs, including the reconciliation of annual accounts with VAT returns.

Legal Costs and Expenses:

a) incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with The Insured's affairs;
b) incurred in dealing with aspect enquiries;
c) incurred in dealing with any deficiencies in books, records, accounts or returns including the costs of repairing a return;
d) arising after The Insured receives a notice telling The Insured that the enquiry has been completed; or
e) arising from or relating to a Tax Tribunal.

Conditions applicable to Tax Disputes:

a) The Insured must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to HMRC and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable;
b) The Insured must contact the Legal Expenses Helpline as soon as possible after the Insured Event and comply with the advice given; and
c) The Insured or their Adviser should notify Us by contacting the Legal Expenses Helpline as soon as possible if The Insured receive any invitation by HMRC to make an offer in settlement.

In respect of HMRC enquiries The Insured's Adviser must provide a copy of the HMRC notice of enquiry and a copy of the return giving rise to the enquiry.

Jury Service

What is insured:-
The Insured's Attendance Expenses for Jury Service.

General Exclusions applying to Legal Expenses

In addition to those exclusions detailed under the 'Important Conditions' section of this policy, the following exclusions apply to all sections of cover.

1. There is no cover for the following events:
   a) war, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power;
   b) confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority;
   c) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
   d) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component;
   e) proceedings alleging seepage, pollution or contamination or the breach of any statute, regulation or ordinance prohibiting or controlling emissions or effluent of any kind or arising from any enforcement action or Proceedings brought under or pursuant to any such statutes, regulations or ordinances;
   f) any cyberattack or any attack which, while not designated as such, derives from the misuse, illegal operation, or hacking of a computer system, device, or hardware.

2. There is no cover where:-
   a) The Insured should have known when buying or renewing this insurance that the circumstances leading to a claim under this insurance already existed;
   a) something The Insured does or fail to do prejudices The Insured's position or the position of The Insurer in connection with the Proceedings;
   b) an estimate of Advisers' Costs of acting for The Insured is more than the amount in dispute;
   c) Advisers' Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which We have given Our prior written approval;
   d) The Insured fails to instruct or give proper instructions to Us or to the Adviser;
   e) The Insured is responsible for anything which in Our reasonable opinion prejudices Our position in respect of the Proceedings or the success in the prosecution, defence or settlement of the Proceedings;
   f) The Insured fails to provide evidence or information reasonably required by Us to establish whether support can be provided under this cover;
   g) in respect of the amount in excess of Our Standard Legal Costs and Expenses, The Insured has elected to use an Adviser of their own choice;
   h) the Insured Event occurs outside of the Territorial Limits.

3. There is no cover for:-
   a) claims over loss or damage where that loss or damage is insured under any other insurance;

b) claims made by or against The Insured's insurance adviser, The Insurer, the Adviser or Us;
c) any claim The Insured makes which is false or fraudulent or exaggerated;
d) defending legal actions arising from anything The Insured did deliberately or recklessly;
e) costs if The Insured's claim is part of a group claim or will be affected by or will affect the outcome of other claims;
f) Legal Costs and Expenses:
   i. incurred in avoidable correspondence;
   ii. which are recoverable from a court, tribunal or elsewhere;
g) Damages, interest, fines or other penalties which The Insured is ordered to pay unless provided for in this cover;
h) the costs of an appeal unless We have given Our prior written consent to such costs being incurred;
i) the fees of an expert witness without Our approval being obtained for the appointment of the expert witness and to the amount of his fees;
j) prior to the issue of court Proceedings, the legal costs and disbursements of a firm of solicitors instructed by The Insured other than those of Our panel solicitors or their agents.

4. There is no cover for any claim directly or indirectly arising from:-
   a) a dispute between The Insured and someone The Insured lives with or has lived with;
   b) The Insured's business trade or profession other than as an Employee;
   c) an application for a judicial review;
   d) defending or pursuing new areas of law or test cases.

5. There is no cover for claims:
   a) where The Insured fails to comply with the conditions of this insurance;
   b) arising from any deliberate criminal act or omission by The Insured;
   c) involving prosecutions which allege dishonesty or intentional violence;
   d) notified to Us outside of the Period of Insurance;
   e) notified to Us more than one hundred and eighty (180) days, after the Insured Event,
   f) for an application for a judicial review;
   g) made by or against The Insured against or by Us;
   h) directly or indirectly caused by, contributed to, by or arising from:
      i. subsidence or mining or quarrying activities;
      ii. patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property;
      iii. secrecy or confidentiality agreements (other than claims under Employment cover) and passing off;
      iv. computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements;
      v. actual, planned or proposed works by or under the order of any government or public or local authority;
      vi. planning law including town and country planning legislation;
      vii. the construction of or structural alteration to buildings or parts of buildings;
      viii. libel or slander or malicious falsehood;
   i) where The Insured acts without Our consent or contrary to or in a manner different from Our advice or that of The Insured's Adviser;
   j) made under this cover which do not arise from or relate to The Insured's normal business as shown in the schedule;
   k) relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination;
   l) which are false or fraudulent;
   m) to defend or pursue new areas of law or test cases.

6. Contracts (Rights of Third Parties) Act 1999

   A person who is not a party to this contract is known as a third party. Third parties do not have any right to enforce any term of this contract unless they have a right or remedy other than by virtue of the Contracts (Rights of Third Parties) Act 1999.

   We will not be bound by any agreement to which We are not a party.

7. Value Added Tax

   If The Insured are registered for VAT, The Insurer will not be liable to indemnify The Insured for the VAT element of any legal expenses invoices.

General Conditions applying to Legal Expenses

This section should be read together with the 'Important Conditions' section.

1. Claims

a) The Insured must notify claims as soon as reasonably possible once The Insured becomes aware of the incident and within no more than one hundred and eighty (180) days of The Insured becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, Our position has been prejudiced.

b) We may investigate the claim and take over and conduct the legal proceedings in The Insured's name. Subject to The Insured's consent which shall not be unreasonably withheld We may reach a settlement of the legal proceedings. The Insured must supply at The Insured's own expense all of the information which We reasonably require to decide whether a claim may be accepted. Where it is necessary to start court Proceedings or a Conflict of Interest arises, and The Insured wishes to nominate a legal representative to act for The Insured, The Insured may do so. Where The Insured has elected to use a legal representative of their own choice The Insured will be responsible for any Advisers' Costs in excess of Our Standard Legal Costs and Expenses. The Adviser must represent The Insured in accordance with Our standard conditions of appointment available on request.

c) The Adviser will:-

i. provide a detailed view of The Insured's prospects of success including the prospects of enforcing any judgment obtained;

ii. keep Us fully advised of all developments and provide such information as We may require;

iii. keep Us advised of Advisers' Costs incurred;

iv. advise Us of any offers to settle and payments in to court. If against Our advice such offers or payments are accepted or rejected cover under this insurance shall be withdrawn unless We agree in Our absolute discretion to allow the case to proceed.

v. submit bills for assessment or certification by the appropriate body if requested by Us;

vi. attempt recovery of costs from third parties.

d) In the event of a dispute arising as to Advisers' Costs We may require The Insured to change Adviser.

e) The Insurer shall only be liable for Advisers' Costs for work expressly authorised by Us in writing and undertaken while there are prospects of success.

f) The Insured shall supply all information requested by the Adviser and Us.

g) The Insured is responsible for all legal costs and expenses including adverse costs if The Insured withdraws from the legal proceedings without Our prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by The Insured.

h) The Insured must instruct the Adviser to provide Us with all information that We ask for and report to Us as We direct at The Insured's own cost.

i) Where The Insured is awarded any kind of monies, those are to be paid to Us first.

2. Proportionality

We will only pay Advisers' Costs that are proportionate to the amount of damages that The Insured is claiming in the Legal Action. Advisers' Costs in excess of the amount of damages that You are able to claim from Your opponent will not be covered.

3. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy or primary insurance policy or would have been covered if this policy did not exist, We will only pay in excess of any other cover.

4. Disclosure

If The Insured fails to disclose relevant information or The Insured discloses false information in relation to this policy We, or the broker, may:

a) cancel the contract and keep the premiums if the Disclosure Breach is deliberate or reckless;

b) cancel the contract but return the premiums proportionately if this contract would not have been entered into had the Disclosure Breach been known;

c) amend the terms of the contract accordingly if the contract would have been entered into on different terms had the Disclosure Breach been known;

d) proportionately reduce the amount The Insured are entitled to in the event of a successful claim if a higher premium would have been charged had the Disclosure Breach been known.

6. Fraudulent Claims

If The Insured or anyone acting on their behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect:

a) this insurance will become invalid;

b) The Insurer will have no liability to pay the fraudulent claim and will be entitled to recover any payments which have been made in respect of the fraudulent claim;
c) The Insurer will have the option to treat the insurance as having been terminated at the time of the fraudulent act and need not return premium;
d) The Insurer will remain liable for legitimate losses before the fraudulent claim.

The Insurer may also contact the Police and/or relevant authority(ies) in relation to possible criminal proceedings.

7. Cancellation

The Insured may cancel this insurance at any time by writing to The Insured's insurance adviser providing fourteen (14) days written notice. If The Insured exercises this right within fourteen (14) days of taking out this insurance, The Insured will receive a refund of premium provided The Insured has not already made a claim against the insurance.

We may cancel the insurance by giving fourteen (14) days' notice in writing to The Insured at the address shown on the schedule, or alternative address provided by The Insured. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of The Insured behaving inappropriately, for example:

a) where We have a reasonable suspicion of fraud;
b) The Insured uses threatening or abusive behaviour or language or intimidation or bullying of Our staff or suppliers;
c) where it is found that The Insured, deliberately or recklessly, disclosed false information or failed to disclose important information.

8. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between The Insured and Us may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

9. Privacy and Data Protection Notice

i. Data Protection

Arc Legal Assistance are committed to protecting and respecting The Insured's privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which We process their personal data, for more information please visit www.arclegal.co.uk

ii. How We Use The Insured's Personal Data and Who We Share it With

We may use the personal data We hold about The Insured for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. We will also use The Insured's data to safeguard against fraud and money laundering and to meet Our general legal or regulatory obligations.

iii. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by Us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for Us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in Our notice.

iv. Disclosure of The Insured's Personal Data

We may disclose The Insured's personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

v. The Insured's Rights

The Insured have the right to ask Us not to process their data for marketing purposes, to see a copy of the personal information We hold about The Insured, to have their data deleted (subject to certain exemptions), to

have any inaccurate or misleading data corrected or deleted, to ask Us to provide a copy of their data to any controller and to lodge a complaint with the local data protection authority.

vi. Retention

The Insured's data will not be retained for longer than is necessary, and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with The Insured, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

If The Insured has any questions concerning Our use of their personal data, please contact The Data Protection Officer, please see website for full address details.

10. Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

Customer Service – Legal Expenses

Our aim is to get it right, first time, every time. If We make a mistake, We will try to put it right promptly. If The Insured is unhappy with the service that has been provided, The Insured should contact Us at the address below. We will always confirm to The Insured, within five (5) working days, that We have received The Insured's complaint. Within four (4) weeks The Insured will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight (8) weeks The Insured will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight (8) weeks, if The Insured is not satisfied with the delay, The Insured may refer their complaint to the Financial Ombudsman Service. The Insured can also refer to the Financial Ombudsman Service if The Insured cannot settle their complaint with Us. Further information about the service and eligibility is available at http://www.financial-ombudsman.org.uk.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 01206 615000
Email customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
www.financial-ombudsman.org.uk
Tel 0800 0234567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the scheme if We or The Insurer are unable to meet their obligations, The Insured's entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements and eligibility is available at http://www.fscs.org.uk/

Claims procedures and conditions (other than Commercial Legal Expenses)

Claims Procedure and Claims Contact Details

Please notify any claim, event, occurrence, prosecution, inquest or inquiry which may result in a claim to The Insurer's nominated claims handlers, using the **Claims Contact Details** provided under **Claims Procedure** in the insurance schedule:

In relation to any claim The Insured must:

1. provide notice to The Insurer immediately they have knowledge of any event, occurrence, prosecution, inquest or inquiry which may result in a claim regardless of the applicable Excess and pass to The Insurer immediately on receipt every letter, claim, writ, summons and process in connection with any claim or potential claim;
2. notify the police immediately of Damage caused by arsonists, malicious persons, rioters or thieves and obtain a crime reference number;
3. at their own expense, provide The Insurer with a written claim containing as much information as possible about the accident, loss, Damage or Injury including the amount of the claim within:
   a) thirty (30) days of their becoming aware of the accident, loss, Damage or Injury, or
   b) seven (7) days in the case of Damage caused by riot, civil commotion malicious persons,
4. provide The Insurer with all information and help they require in respect of the claim,
5. not admit or repudiate liability, nor offer to settle, compromise, make payment in connection with any claim or potential claim without The Insurer's written agreement,
6. carry out or permit to be taken any action which may be reasonably practicable to prevent or minimise loss and/or interruption of the Business and to prevent further accident, Damage or Injury.

Claims Conditions

1. The Insurer will be entitled at any time and at their discretion if Damage occurs which may lead to a claim to:
   a) enter or take possession of the Premises;
   b) take possession of or require to be delivered to them Property Insured which they will deal with in a reasonable manner;
   c) take over and conduct in The Insured's name the defence or settlement of any claim or to prosecute any claim in The Insured's name for The Insured's benefit and have full discretion in the conduct of any proceedings and in the settlement of any claim without incurring liability or reducing their rights.
2. The Insurer will not pay for loss, destruction, Injury or Damage or provide cover under the Liability section if The Insured or anyone acting on their behalf:
   a) does not comply with The Insurer's requirements, or
   b) hinders or obstructs The Insurer.
3. The Insured is not entitled to abandon any Property Insured to The Insurer.
4. The Insurer will not make any payment under this insurance unless The Insured gives The Insurer all assistance which they may reasonably require to pursue recovery of amounts they may become liable to pay under this insurance in The Insured's name, but at The Insurer's expense.

Making a Complaint (other than Commercial Legal Expenses)

Enquiries

If you have any enquiry about this insurance please contact your insurance broker or agent who arranged the policy for you.

Complaints

Our aim is to get it right, first time, every time. If We make a mistake, We will try to put it right promptly. If The Insured is unhappy with the service that has been provided, The Insured should contact Us using the contact details provided under **Complaints** in the insurance schedule.
We will always confirm to The Insured, within five (5) working days, that We have received The Insured's complaint. Within four (4) weeks The Insured will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight (8) weeks The Insured will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight (8) weeks, if The Insured is not satisfied with the delay, The Insured may refer their complaint to the Financial Ombudsman Service in the UK or, if The Insurer is registered in the Republic of Ireland, the Financial Services and Pensions Ombudsman in the Republic of Ireland (see details below).

After referral to Us, you are still not satisfied with the way a complaint has been dealt with, your complaint may also be referred to the Financial Ombudsman Service. The address is:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
www.financial-ombudsman.org.uk
Tel 0800 0234567
Email: complaint.info@financial-ombudsman.org.uk

Or, if The Insurer is registered in the Republic of Ireland:

Financial Services and Pensions Ombudsman
Lincoln House, Lincoln Place
Dublin 2
D02 VH29
https://www.fspo.ie/

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.
The Financial Services and Pensions Ombudsman is an independent service in the Republic of Ireland for settling disputes between consumers and businesses providing financial services and pensions.

Following the complaints procedure does not affect The Insured's right to take legal proceedings.