



---

# Photographic Equipment Protection Policy Wording for Professional and Semi-Professional Photographers

---

Arranged by:



**GLOVER & HOWE**  
INSURANCE SERVICES

# WELCOME

## to Covéa Insurance

Thank you for choosing Covéa Insurance.

This is **Your** Professional and Semi-Professional Photographers' Insurance policy. It sets out the details of **Your** insurance contract with **Us**.

**Your** premium has been calculated upon the information shown in the policy **Schedule** and recorded in any application, declaration and/or **Statement of Fact** completed by **You** or on **Your** behalf.

Please read the policy and **Schedule** carefully to ensure that the cover meets **Your** requirements.

Please contact **Your** broker if **You** have any questions or if **You** wish to make any adjustments.

# CONTENTS

|                                   |    |
|-----------------------------------|----|
| Welcome                           | 2  |
| Contents                          | 3  |
| Introduction                      | 4  |
| Customer Information              | 5  |
| General Definitions               | 9  |
| General Conditions                | 12 |
| Claims Conditions                 | 18 |
| General Exclusions                | 19 |
| Section 1: Property Damage        | 23 |
| Section 2: Business Interruption  | 33 |
| Section 3: Specified All Risks    | 38 |
| Section 4: Money and Assault      | 42 |
| Section 5: Employers' Liability   | 46 |
| Section 6: Public Liability       | 50 |
| Section 7: Products Liability     | 58 |
| Section 8: Personal Accident      | 62 |
| Section 9: Professional Indemnity | 65 |

# INTRODUCTION

## About Your Policy

The parts of the policy are:

1. the application form, declaration and/or **Statement of Fact**
2. the **Schedule** which confirms the Sections of cover that are insured and any Endorsement(s)
3. this policy wording which contains:
  - (a) this Introduction, Customer Information, General Definitions, General Conditions, Claims Conditions and General Exclusions all of which apply to all Sections of the policy unless stated otherwise
  - (b) the Sections of cover provided including the Section Definitions, Extensions, Conditions and Exclusions.

Any word or expression given a specific meaning in:

1. the **Schedule**, any policy Endorsement(s), this Introduction, the Customer Information and the General Definitions, Conditions and Exclusions shall have the same meaning throughout the policy unless **We** state otherwise
2. an individual Section or any Section Endorsement(s) shall only have the same meaning throughout such Section or Endorsement unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the policy wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the policy, in respect of loss, **Damage** or liability, or pay other benefits which fall within the operative Sections of this policy, provided that the loss, **Damage** or injury which gives rise to the claim occurs (or in the case of Section 5: Employers' Liability is caused or in the case of Section 9: Professional Indemnity is first notified) during the **Period of Insurance** and in connection with the **Business**.

### IMPORTANT

This policy is a legal contract.

**You** have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and/or **Statement of Fact** is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

**You** must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** broker. If **You** do not tell **Us** about relevant changes, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

**You** should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** broker.

# CUSTOMER INFORMATION

## How to make a Claim

Should **You** be unfortunate enough to have to make a claim please contact Glover & Howe on **01206 814500**.

**Covéa Insurance Commercial Claims** is a service operated 24 hours a day, 365 days a year.

**You** can also notify **Us** of a claim by:

Telephone: **0330 024 2266**

Calls may be recorded for training and evidential purposes.

Email:

**[newcommercialclaims@coveainsurance.co.uk](mailto:newcommercialclaims@coveainsurance.co.uk)**

Post: **Covéa Insurance Commercial Claims, A&B Mills, Dean Clough, Halifax, HX3 5AX**

Staff trained in managing commercial claims will:

- take details of **Your** claim over the phone. **Your** broker may require **You** to complete an incident form.
- take control of the management of **Your** claim from start to finish.

**Our** aim is to bring **Your** claim to a satisfactory conclusion.

## Helplines

To take advantage of the following services please telephone **0330 024 2364** and quote TS5/6912401.

To help DAS check and improve their service standards, they may record all calls.

## Legal Advice Helpline

As a Covéa Insurance **Policyholder** should **You** require advice on any **Business** legal problem, **You** may use the 24 hour telephone helpline at any time within the **Period of Insurance** of this policy.

This service is provided for **Your** benefit by DAS Legal Expenses Insurance Company Limited. These services are provided 24 hours a day, 7 days a week, however they may need to arrange to call **You** back depending on **Your** enquiry.

## Euro Legal Advice Helpline

This will give **You** confidential legal advice over the phone on any commercial legal problem affecting **Your Business**, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

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

The Legal Advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, they will refer **You** to one of their specialist advisors.

Specialist advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, they will call **You** back within the operating hours.

## Tax Advice Helpline

This will give **You** confidential advice over the phone on any tax matters affecting **Your Business**, under the laws of the United Kingdom. This is provided by tax advisors 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, they will call **You** back.

## Business Assistance

In the event of an unforeseen emergency affecting **Your Premises** which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on **Your** behalf. All costs of assistance provided are **Your** responsibility.

Telephone: **0117 934 0192**.

# CUSTOMER INFORMATION

## Counselling

This will provide all **Your Employees** (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS. The counselling service helpline is open 24 hours a day, 7 days a week.

Telephone: **0330 134 8165**

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control.

## Important Information

### Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business. If there is any dispute, the law of England and Wales shall apply.

### How to make a Complaint

It is always **Our** intention to provide a first class standard of service. However, **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the policy was sold, and **You** should contact them directly.

**Glover & Howe, 4 St Peters Court, St Peters Street, Colchester, Essex, CO1 1WD**

Telephone: **01206 814500**

Alternatively please contact **Us** using the following details quoting **Your** policy or claim number.

**Customer Relations, Covéa Insurance, A & B Mills, Dean Clough, Halifax, HX3 5AX**

Telephone: **0330 221 0444**

Calls may be recorded for training and evidential purposes.

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

Email:

**[customer.relations-rdg@coveainsurance.co.uk](mailto:customer.relations-rdg@coveainsurance.co.uk)**

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at **[www.coveainsurance.co.uk/complaints](http://www.coveainsurance.co.uk/complaints)**.

### Financial Ombudsman Service

**You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

**Financial Ombudsman Service, Exchange Tower, London E14 9SR**

Telephone: **0800 023 4567**

Website: **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

Email: **[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

### Financial Services Compensation Scheme

Covéa Insurance is covered by the Financial Services Compensation Scheme. **You**/an Insured Person may be entitled to compensation from the scheme if **We** are unable to meet **Our** liabilities under this insurance.

Further information is available from the:

**Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU**

Telephone: **020 7741 4100**

Website: **[www.fscs.org.uk](http://www.fscs.org.uk)**

Email: **[enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)**

### How We Use Your Information

Please visit **[www.coveainsurance.co.uk/dataprotection](http://www.coveainsurance.co.uk/dataprotection)** for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc ('**We, Us, Our**') and may be used by **Us, Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance

# CUSTOMER INFORMATION

administration, underwriting, claims handling, for research or for statistical purposes.

**We** may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as “sensitive personal information”, **We** must have a specific additional legal ground for such processing.

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

## How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you’ve opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

## Marketing

**We** will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

## Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers’ databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

**We** may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

## Automated Decisions

**We** may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

## How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

Email: [dataprotection@coveainsurance.co.uk](mailto:dataprotection@coveainsurance.co.uk)

# CUSTOMER INFORMATION

## Employers' Liability Tracing Office

If **You** policy provides Employers' Liability cover information relating to **You** insurance policy will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumers (the Claimants) who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers to identify:

- which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website: [www.elto.org.uk](http://www.elto.org.uk)

## Registration and Regulatory Information

This insurance is provided by Covea Insurance plc. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration Number 202277. Registered Office: **A & B Mills, Dean Clough, Halifax, HX3 5AX**. Registered in England and Wales Number 613259

This insurance policy is arranged for **You** by Glover & Howe Insurance Services ('Glover & Howe'). Glover & Howe Insurance Services is a trading name of Glover & Howe Ltd and is authorised and regulated by the Financial Conduct Authority. Registration Number 562289. Registered Office: **47 Butt Road, Colchester, CO3 3BZ**. Registered in England and Wales Number 002261824.

**You** can check the regulatory status on the Financial Services Register by visiting the Financial Conduct Authority's website [www.fca.org.uk/register](http://www.fca.org.uk/register).

## No Claims Discount

If no claim has been made under Section 1: Property Damage, Section 2: Business Interruption or Section 3: Specified All Risks by the expiry of any **Period of Insurance** the premium for those Sections for the subsequent **Period of Insurance** will be reduced by the following percentage discount:

- (a) No claim in the preceding period of insurance - 5%
- (b) No claim in the preceding two consecutive periods of insurance - 10%
- (c) No claim in the preceding three consecutive periods of insurance - 15%

# GENERAL DEFINITIONS

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

## Bodily Injury

Death, injury, illness, disease or shock.

## Business

The Business stated in the **Schedule** conducted solely within the **Territorial Limits** including:

1. the ownership, repair and maintenance of the **Premises**
2. the provision of first aid, medical and ambulance, fire and security services
3. private work undertaken by any **Employee** with **Your** prior consent for any director, partner, senior official or other **Employee** of **Yours**
4. the provision and management of canteen, sports, social and welfare organisations by **You** for the benefit of **Your Employees**
5. **Your** participation in exhibitions.

## Business Hours

The period during which the **Premises** are occupied by **You** or **Your** authorised **Employees** for the purposes of the **Business**.

## Damage

Accidental loss, destruction or damage unless otherwise excluded.

## Defined Peril

1. Fire
2. Lightning
3. Explosion
4. Aircraft or other aerial devices or articles dropped therefrom
5. Earthquake
6. Riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances
7. Malicious persons other than thieves
8. Theft
9. Storm
10. Flood
11. Escape of water from any tank apparatus or pipe

12. Escape of oil from any fixed heating installation
13. Impact including by any road vehicle or animal.

## Employee

Any person working under **Your** control in connection with the **Business** who is:

1. under a contract of service or apprenticeship with **You**
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**
3. a labour master or labour only sub-contractor or person supplied by them
4. a self-employed person providing labour only
5. a trainee or person undergoing work experience, training, study or exchange scheme
6. a voluntary helper.

## Europe

The **Territorial Limits**, any member country of the European Union, Iceland, Liechtenstein, Norway and Switzerland.

## Excess

The amount stated in this policy, the **Schedule** or any Endorsement for which **You** will be responsible and which will be deducted from each and every claim.

## Intruder Alarm Installation

The component parts of the alarm including the means of communication used to transmit signals to the alarm receiving centre as detailed in the alarm specification.

## Keyholder

**You** or any person or keyholding company authorised by **You** who:

1. is available at all times to:
  - (a) accept notification of alarm signals or faults relating to the **Intruder Alarm Installation**
  - (b) attend and allow access to the **Premises**
2. has been fully trained in the operation of the **Intruder Alarm Installation**, including but not limited to the setting and unsetting of the installation.

# GENERAL DEFINITIONS

## Money

Current currency, crossed and uncrossed bankers drafts, national giro drafts and payment orders, postal and money orders, dividend warrants and cheques other than pre-signed blank cheques, travellers cheques, national savings stamps and certificates, bus and rail travel cards and passes, telephone cards, current postage stamps and unused postal franking machine units, luncheon vouchers, gift tokens, trading stamps, national insurance stamps and stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card, cheque card and debit card sales vouchers, savings stamps, consumer redemption vouchers and National Lottery 'Instants' and other scratch cards, all pertaining to the **Business** and belonging to **You** or for which **You** are legally responsible.

## Overnight

Between the hours of 22.00 and 06.00.

## Period of Insurance

Period of Insurance stated in the **Schedule** and any subsequent period for which **We** have accepted a renewal premium.

## Photographic Equipment

Photographic and associated equipment including printers, telescopes, video cameras or camcorders, binoculars, sound recording equipment, televisions, projectors, unexposed films, props, portfolio, negatives or transparencies owned by **You** or for which **You** are legally responsible for the purposes of the **Business**.

## Photographic Media

1. Blank video tapes, cassettes, cartridges and raw film or tape stock
2. Digital disks, memory cards or any other data carrying media
3. Exposed film negatives, interpositives, positives, working prints, cutting copies, fine grain prints, transparencies, matrices, recorded video tapes, soundtracks, animation cells, artwork and drawings
4. Processed or developed films

owned by **You** or for which **You** are legally responsible for the purposes of the **Business**.

## Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

## Pollution or Contamination

1. All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. All **Bodily Injury** or **Damage** directly or indirectly caused by such pollution or contamination arising from **Pollutants**.

## Premises

The buildings and the land inside the boundary of the risk address stated in the **Schedule** occupied by **You** for the purpose of the **Business**.

## Products

Any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by **You** in connection with the **Business** and no longer in **Your** possession or control.

## Property Insured

1. Contents
2. **Photographic Equipment**
3. **Photographic Media**
4. Stock
5. Tenants Improvements
6. or any other property

as specified in the **Schedule**.

## Responsible Person

A person authorised by **You** to be responsible for the security of the **Premises**.

## Schedule

The document that specifies **Your** details, the **Premises**, the **Property Insured** and any **Excess**, Endorsement(s) and Conditions applicable. The **Schedule** shows the Sections of the policy that are operative.

# GENERAL DEFINITIONS

## Statement of Fact

This is a record of the information that **You** provided to **Us** about **You** and **Your Business** upon which **Your** insurance cover and premium is based.

## Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## Vacant or Unoccupied Buildings

Buildings or part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 30 days.

## Vehicle

Any road vehicle including trailers and containers.

## We/Us/Our

Covea Insurance plc.

## Working Day of the Driver

The period in any day during which a **Vehicle** is being used for purposes in connection with the **Business**.

## You/Your/Policyholder

The person(s) or Company named in the **Schedule**.

# GENERAL CONDITIONS

The following General Conditions shall apply to all Sections of this policy unless stated otherwise.

## 1. Acts of Parliament and Statutory Instruments

All legal instruments and rules referred to in this policy include any subsequent amendments or re-enactments of those Acts and any equivalent legislation which is enforceable within the **Territorial Limits**.

## 2. Alarm

This Condition applies to the following Sections of cover when shown as insured in **Your Schedule**:

- Section 1: Property Damage
- Section 2: Business Interruption
- Section 3: Specified All Risks items at **Your Premises**
- Section 4: Money and Assault

where cover is subject to protection by an **Intruder Alarm Installation**.

It is a condition precedent to **Our** liability for any claim resulting from theft, attempted theft or malicious damage that where the **Premises** or part of the **Premises** are protected by an **Intruder Alarm Installation**:

- (a) such **Intruder Alarm Installation**:
  - (i) must not be altered or amended in any way, unless such alteration or amendment has been approved in writing by **Us**
  - (ii) must be maintained under contract with the installers, or as otherwise approved in writing by **Us**.
- (b) all keys to the **Intruder Alarm Installation** must be removed from the **Premises** when the **Premises** are unattended
- (c) **You** must:
  - (i) maintain the secrecy of codes for the operation of the **Intruder Alarm Installation** and no details of such codes to be left on the **Premises** when the **Premises** are unattended
  - (ii) immediately notify **Us** upon receipt of any communication giving notice that the level of response to the **Intruder Alarm Installation** has been or will be reduced or delayed

- (iii) appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the alarm company, the alarm receiving centre and the police
  - (d) in the event of notification of:
    - (i) activation of the **Intruder Alarm Installation**
    - (ii) any fault in the **Intruder Alarm Installation**
    - (iii) interruption of the means to transmit or receive signals to or from the **Intruder Alarm Installation** during any period that the **Intruder Alarm Installation** is set
- a **Keyholder** must attend the **Premises** as soon as possible
- (e) the **Premises** must not be left without at least one **Responsible Person** in attendance without **Our** agreement:
    - (i) unless the **Intruder Alarm Installation** is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
    - (ii) where police have withdrawn their response to:
      - an alarm activation (where the **Intruder Alarm Installation** does not include confirmed alarm activation technology)
      - a confirmed alarm activation, where the **Intruder Alarm Installation** included confirmed alarm activation technology.

## 3. Alteration in Risk

**You** or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this policy, which materially affects the risk of injury, loss, **Damage** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **Business** or the **Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the policy in accordance with General Condition 5 (b) – Our Rights to Cancel the Policy.

# GENERAL CONDITIONS

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

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

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

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

## 4. Average

If at the time of any loss the total sum insured specified in the **Schedule** is less than 85% of the total value of the **Property Insured We** shall bear only that proportion of the loss which the total sum insured bears to the total of the **Property Insured**.

## 5. Cancellation

### (a) Your Rights to the Cancel the Policy

**You** may cancel this policy at any time from the date it begins or from the date **You** receive this policy document and **Schedule**, whichever is the later, returning the policy document and **Schedule** to **Your** broker. If cover has not yet started **You** will receive a full refund of the premium. If cover has started **We** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

### (b) Our Rights to Cancel the Policy

**We** or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your** policy, where there is a valid reason for doing so.

**We** will give **You** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter. Valid reasons may include but are not limited to:

- (i) not
  - paying a premium when it is due
  - co-operating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests
  - taking all reasonable precautions to prevent or minimise **Damage**, accident or injury as required by General Condition 12. Reasonable Precautions of this policyand failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address
- (ii) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.
- (iii) not
  - giving **Us** access to **Your Premises** when **We** have asked to carry out a risk survey
  - complying with any risk improvements required by **Us** following a survey within the timescales specified.

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy unless a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

If **You** are paying by monthly instalments:

- (a) all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement
- (b) **We** may exercise **Our** right to collect the balance of any outstanding premium in the event of a claim.

# GENERAL CONDITIONS

## 6. Change of Risk or Interest

This policy shall be avoided if:

- (a) **Your** interest ceases other than by death
- (b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued

at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this policy shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

## 7. Contracts (Rights of Third Parties) Act 1999

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

## 8. Fair Presentation of the Risk

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

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible **We** may avoid this policy and refuse all claims where:

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

Should **We** avoid this policy **We**:

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

policy is treated as not having existed or require **You** to repay such claims.

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

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

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

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

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

## 9. Instalments

If **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance it is a condition precedent to **Our** liability that payments shall be made in line with the Loan Agreement otherwise all benefit under the policy shall be forfeited and the policy shall be cancelled as outlined in **Your** Loan Agreement.

# GENERAL CONDITIONS

## 10. Minimum Security Standards

This Condition is applicable to the following Sections of cover when shown as insured in **Your Schedule**:

- Section 1: Property Damage
- Section 2: Business Interruption
- Section 3: Specified All Risks items at **Your Premises**
- Section 4: Money and Assault

It is a condition precedent to **Our** liability for any claim resulting from theft, attempted theft or malicious damage that the following security measures or any alternatives that **We** agree to in writing are installed and activated at the **Premises** whenever the **Premises** are closed for **Business** or left unattended:

### Doors

#### (a) Up and Over Doors

sectional up and over doors must be secured by a padlock conforming to CEN Grade 4 inserted through a hole drilled into each guide channel approximately 25mm above the guide roller.

#### (b) Steel roller shutters

each shutter must be secured by two security shutter locks, locking mechanisms should be positioned as close as possible to the bottom of the door to prevent the shutter being prised up at the bottom to gain entry, alternatively a closed shackle padlock conforming to CEN Grade 4 with matching locking bar may be utilised.

#### (c) Aluminium doors

single leaf doors should be fitted with a cylinder mortice deadlock. Double leaf doors should have the standing leaf secured with flush bolts and the opening leaf secured with a cylinder mortice deadlock with a hook bolt mechanism.

#### (d) Outward opening doors

the hinge side of the door must be protected by hinge covers such as dog bolts or equivalent fitted approximately 400mm from the top and bottom of the door.

#### (e) Fire exit doors

must be protected on the outside by a sheet of steel minimum thickness 1.6mm fixed to the top, bottom and side rails of the door by either non-return screws or coach bolts at 150mm centres. Bolt heads must be on the outside of the

door(s). If the door(s) is/are outward opening the steel must overlap the frame on the locking side to prevent the door being prised open between the door and the frame. In addition two hinge bolts must be fitted to the hinge side of the door approximately 400mm from the top and bottom of the door.

#### (f) Double doors

standing leaf must be secured with two flush bolts or two mortice rack bolts. Opening leaf of timber doors must be secured with a deadlock conforming to BS3621 with a manufacturers matching striking plate. Opening leaf of aluminium doors must be fitted with a cylinder mortice deadlock with hook bolt mechanism.

#### (g) Doors not otherwise specified

must be secured with a deadlock conforming to BS3621 with manufacturers matching striking plate.

### Windows

All accessible opening windows must be fitted with key operated locks or protected internally or externally by solid steel bar grille(s) secured within a hardened or galvanised steel frame unless officially designated as a fire escape by the fire and rescue authority. Each side of the frame must be secured to the brickwork surrounding the window by either Rawlbolts at 300mm intervals or non-return screws at 150mm intervals.

If **You** do not have key operated window locks and are required by **Us** to protect **Your** windows with solid steel bar grille(s) **You** must ensure that:

- (i) the bars are of a minimum diameter of 19mm and no further apart than 125mm
- (ii) the bars are welded to or pass through tie bars of steel of at least 6mm dimension thick x 40mm wide and the distance between the tie bars must not exceed 600mm
- (iii) the tie bars are secured to the wall surrounding the window at a minimum of four points by expansion bolts of at least M8 size which penetrate the masonry or brickwork by at least 60mm and Bolt holes must be set back at least 60mm from the edge of the window opening

if the bars are fixed externally the heads of the bolts must be welded to the tie bars to prevent them being undone. Any alternative specification or fixing methods must be agreed by **Us** in writing prior to fitting.

# GENERAL CONDITIONS

## 11. Other interests

The interests of third parties which **You** are required to include on this policy under the terms of any mortgage, property lease or hiring leasing or hire purchase agreement are automatically deemed to be covered subject to **You** advising **Us** at the time of notification of any claim.

## 12. Reasonable Precautions

**You** must:

- (a) take all reasonable precautions to prevent or minimise **Damage**, accident or **Bodily Injury**
- (b) maintain the **Premises**, machinery equipment and furnishings in a good state of repair
- (c) exercise due care in the selection and supervision of **Employees**
- (d) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

## 13. Reinstatement of Sum Insured

In the event of **Damage** under this policy, please contact Glover & Howe to arrange reinstatement of the sum insured.

## 14. Sanctions

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

## 15. Security

It is a condition precedent to **Our** liability for any claim resulting from fire, theft or malicious damage, that **You** must at all times ensure that:

- (a) security devices are put into full and effective operation whenever the **Premises** are closed for **Business** or left unattended

- (b) keys and all details of any codes or combinations relating to any part of the **Intruder Alarm Installation** and any safe or strongroom are removed from the **Premises** whenever the **Premises** are closed for **Business** or left unattended
- (c) fire break doors and shutters in the buildings are maintained in efficient working order and that the openings protected by such doors and shutters are kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links are kept closed except during **Business Hours**
- (d) alterations or additions to or changes in or removal of security devices are advised to **Us** immediately.

## 16. Survey and Risk Improvement

It is a condition precedent to **Our** liability under this policy that:

- (a) as required by **Us**, **We** will be allowed access to the **Premises** to carry out a survey either:
  - (i) after inception of this policy
  - (ii) prior to or post renewal of this policy; or
  - (iii) the date **We** confirm cover in respect of an alteration made to this policy
- (b) **You** will in respect of such survey:
  - (i) supply an appropriate contact name, contact telephone number and email address (where appropriate) to facilitate the survey
  - (ii) co-operate fully with **Us** during the visit on the agreed date(s); and
  - (iii) implement any risk improvement requirements set out in a risk improvement report forwarded after survey to **You** by **Us**, within the timescales specified therein and all risk improvement requirements remain in place and fully operational throughout the currency of this policy.

**We** reserve the right to amend terms, Definitions, Conditions, Clauses, Exclusions and premium, of this policy, or withdraw cover under this policy if **You** fail to comply with any of the above. If **We** exercise any of the above options, **We** will advise **You** in writing confirming the action being taken.

# GENERAL CONDITIONS

## 17. Vacant or Unoccupied Buildings

It is a condition precedent to **Our** liability that where there are **Vacant or Unoccupied Buildings** **You** will notify **Us**:

- (a) immediately **You** become aware that the buildings are **Vacant or Unoccupied Buildings**
- (b) of any **Damage** to the **Vacant or Unoccupied Buildings** whether such **Damage** is insured or not
- (c) that the buildings are to be occupied by contractors for renovation, alteration or conversion purposes.

The following action must be implemented by **You**:

- (i) an internal and external inspection of the buildings every 7 days by **You** or an authorised representative and a written record of such inspections maintained
- (ii) all trade refuse and waste materials are removed from the interior of the buildings and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **You**
- (iii) the buildings must be secured against unlawful entry and all locks bolts and other protective devices in full operation
- (iv) all ground floor window openings must be securely fastened and if specified by **Us** in writing boarded up in accordance with **Our** requirements
- (v) ensure all letterboxes are sealed to prevent insertion of material
- (vi) all sources of power fuel or water are turned off and the water system drained down other than:
  - where electricity is needed to maintain any fire or **Intruder Alarm Installation** in operation
  - where the buildings are protected by a wet sprinkler installation to provide sufficient heat to prevent freezing or bursting of the sprinkler installation.

In the event of any breach of security of the buildings, malicious damage or any evidence of unlawful entry or attempted entry to the buildings **You** will immediately:

- (a) carry out the necessary work to satisfy the above requirements
- (b) notify **Us**.

# CLAIMS CONDITIONS

All of the following Claims Conditions apply in addition to any Claims Conditions contained in the Sections of this policy

## 1. Claims Procedure

It is a condition precedent to **Our** liability that following an incident that may result in a claim under this policy:

- (a) **You** must advise the police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any **Property Insured** has been lost outside the **Premises**
- (b) **You** must notify **Us**:
  - (i) within 28 days of the event in the case of **Damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
  - (ii) immediately:
    - in respect of all other claims
    - of any impending prosecution
    - of any inquest or fatal accident inquiry
- (c) **You** must provide **Us** with all documentation relating to any accident, claim, prosecution or court proceedings which must be sent to **Us** immediately, unacknowledged
- (d) **You** must not admit or repudiate liability without **Our** written consent
- (e) **You** must provide at **Your** own expense all details and evidence **We** may reasonably require
- (f) **You** must take all reasonable steps to mitigate the extent of any **Damage**
- (g) **We** are entitled to enter any building where **Damage** to **Property Insured** by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **Us**.

## 2. Fraudulent Claims

For the purposes of this Condition the definition of '**You/Your**' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim

- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **We** do treat this policy as having terminated **You** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Policyholder** this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **Damage** or injury.

## 3. Other Insurances

If **Damage** which is the subject of a claim under this policy is covered by any other insurance **We** will only pay **Our** rateable proportion of the claim.

## 4. Subrogation

**We** will be entitled to undertake in **Your** name or on **Your** behalf:

- (a) the defence or settlement of any claim
- (b) steps to enforce rights against any other party before or after payment is made by **Us**.

## 5. Terms not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, **Damage** or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, **Damage** or liability which occurred.

# GENERAL EXCLUSIONS

The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

This policy does not cover:

## 1. War Government Action and Terrorism

- (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
  - (i) **War Government Action or Terrorism**
  - (ii) civil commotion in Northern Ireland.
- (b) Legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from **War Government Action or Terrorism** except to the extent stated in the Liability Provisions.

For the purpose of this Exclusion and its Liability Provisions:

**War** shall mean war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power.

**Government Action** shall mean martial law confiscation nationalisation requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to war.

**Terrorism** shall mean:

- (a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
  - (i) involves serious violence against a person
  - (ii) involves serious damage to property
  - (iii) endangers a person's life other than that of the person committing the action

- (iv) creates a serious risk to the health or safety of the public or a section of the public
- (v) is designed to interfere with or seriously disrupt an electronic system.
- (b) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

In any action suit or other proceedings where **We** allege that by reason of this exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or other costs directly or indirectly caused by such event is not covered by this insurance the burden of proving that such **Damage** loss or expense is covered shall be upon **You**.

### Liability Provisions

Subject otherwise to the terms definitions exclusions provisions and conditions of this policy **We** will indemnify **You** under Section 5: Employers' Liability if insured under this policy provided that in respect of any one occurrence or series of occurrences arising out of any one original cause **Our** liability in respect of all legal liability, costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed £5,000,000.

**We** will indemnify **You** under Section 6: Public Liability and Section 7: Products Liability if insured under this policy against legal liability, costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability shall not exceed:

- (a) in respect of or arising out of any one occurrence or series of occurrences arising out of one original cause £2,000,000 or the amount of the Limit of Indemnity shown in the **Schedule** whichever is the lower but in respect of **Products** this limitation shall apply to all insured events occurring in any one **Period of Insurance**
- (b) in respect of all **Pollution or Contamination** consequent upon **Terrorism** and which is deemed to have occurred during any one **Period of Insurance** £2,000,000 in the aggregate or the amount of the Limit of Indemnity shown in the **Schedule** whichever is the lower.

# GENERAL EXCLUSIONS

## 2. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

- (a) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph (d) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical biological bio-chemical or electromagnetic weapon

As far as concerns **Bodily Injury** caused to any **Employee of Yours** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this exclusion shall apply only in respect of:

- (i) the liability of any principal
- (ii) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

## 3. Sonic Bangs

**Damage** caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 4. Northern Ireland

**Damage** and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **Damage** or any consequential loss by fire or explosion) strikers,

locked-out workers, persons taking part in labour disturbances or malicious persons.

## 5. Asbestos

(not applicable to Section 5: Employers' Liability if insured by this policy)

Any loss cost expense or liability for **Bodily Injury** loss or **Damage** directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

## 6. Confiscation & Nationalisation

Confiscation nationalisation or requisition by order of any government public municipal local or customs authority.

## 7. Electronic Risk

(not applicable to Section 5: Employers' Liability, Section 6: Public Liability, Section 7: Products Liability and Section 9: Professional Indemnity if insured by this policy)

- (a) 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:
  - (i) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **Computer System**, unless subject to the provisions of paragraph (b)
  - (ii) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** unless subject to the provisions of paragraph (c).
- (b) Notwithstanding paragraph (a) above, and subject to all terms, Conditions and Exclusions of this policy or any endorsement thereto, this policy covers physical damage to property insured under this policy and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of the **Defined Perils** as described below.

# GENERAL EXCLUSIONS

- (c) Notwithstanding sub paragraph (a) (ii) above, in the event that hardware or the **Data** storage device of a **Computer System** insured under this policy sustains physical damage caused by a **Defined Peril** which results in damage to or loss of **Data** stored on that hardware or the **Data** storage device, then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** shall only be the costs of reproducing **Data** if such costs are indemnified under this policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such **Data**, but does not include the value of the **Data** to **You** or any other party even if such **Data** cannot be recreated, gathered or assembled.

For the purposes of this Exclusion the following Definitions apply:

**Computer System** means 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.

**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**.

**Defined Peril** means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

## 8. Marine

**Damage** to property which at the time of the happening of the **Damage** is insured by any marine policy or policies (or would but for the existence of this policy) except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.

## 9. Pollution or Contamination

(not applicable to Section 5: Employers' Liability, Section 6: Public Liability, Section 7: Products Liability and Section 9: Professional Indemnity if insured by this policy)

**Damage** caused by pollution or contamination but this shall not exclude destruction of or **Damage** to the **Property Insured**, not otherwise excluded, caused by:

- (a) pollution or contamination which itself results from a **Defined Peril**; or
- (b) a **Defined Peril** which itself results from pollution or contamination.

## 10. Unexplained Losses

Loss or damage caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information.

## 11. Communicable Disease

(not applicable to Section 5: Employers' Liability, Section 6: Public Liability, Section 7: Products Liability and Section 9: Professional Indemnity if insured by this policy)

- (a) 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:
  - (i) a **Communicable Disease**; or
  - (ii) the fear or threat (whether actual or perceived) of a **Communicable Disease**

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

The above exclusion includes, without limitation to the scope of the foregoing:

- 1. any cost to clean up, detoxify, remove, monitor or test:
  - (a) for a **Communicable Disease**; or
  - (b) any property insured hereunder that is affected by such **Communicable Disease**,

and

# GENERAL EXCLUSIONS

2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **Communicable Disease**.

- (b) However, paragraph (a) shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that **You** establish that such physical loss, destruction or damage was directly caused by:
  - (i) Terrorism (as defined in this policy), or
  - (ii) a **Defined Peril** as described belowwhere specifically insured by this insurance.

All other terms, Conditions and Exclusions of the insurance remain the same.

For the purposes of this Exclusion the following Definitions apply:

**Communicable Disease** means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) 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
- (c) the disease, illness, 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 of any type.

**Defined Peril** means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/or volcanic disturbance/eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

# SECTION 1: PROPERTY DAMAGE

**Your Schedule will show if this Section is operative**

## Definitions

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

### Computer Equipment

Electronic computer or other data processing and storage equipment, including media and other items used in conjunction with such equipment.

### Contents

The following property used solely in connection with **Your Business**, belonging to **You** or for which **You** are legally responsible and kept at the **Premises**:

- (a) machinery and plant, trade and office furniture
- (b) fixtures, fittings, blinds and signs
- (c) patterns, models, moulds, plans and designs
- (d) deeds, documents, manuscripts, business books and computer system records
- (e) all other contents including curios and pictures
- (f) **Personal Effects** not exceeding £1,000
- (g) **Money** not exceeding £500
- (h) motor vehicles, motor chassis and their contents but excluding any property which is more specifically insured.

### Personal Effects

Personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured, belonging to **Your** directors, partners, **Employees**, customers and visitors.

### Stock

Materials and work in progress (including but not limited to film, ink, prints, negatives, transparencies, and customer orders pending collection) owned by **You** or for which **You** are legally responsible for the purposes of the **Business**.

### Tenant's Improvements

Improvements, alterations and decorations which have been undertaken to the buildings either by **You** or a previous occupier, as tenant and for which **You** are legally responsible as occupier and not as owner.

### Cover

**Damage** occurring at the **Premises** to the **Property Insured** described in the **Schedule** occurring during the **Period of Insurance**.

### Extensions

The following Extensions apply to this Section.

#### Additional Statutory Costs

**We** will pay reasonably and necessarily incurred additional costs involved in complying with statutory regulations or local authority requirements following **Damage** to the **Property Insured** provided that **We** will not be liable under this cover for any such costs or expenses:

- (a) incurred following **Damage** to **Stock**
- (b) in respect of **Damage** occurring prior to the inception of this Section
- (c) in respect of property entirely undamaged
- (d) where notice to comply has been served upon **You** prior to the occurrence of **Damage**
- (e) for work which takes more than 12 months from the date of **Damage** unless prior consent has been given by **Us**.

**Our** liability will not exceed:

- (i) in respect of damaged property 15% of the sum insured shown in the **Schedule**
- (ii) in respect of undamaged portions of the property (other than foundations) 15% of the total amount for which **We** would have been liable had the property been wholly destroyed.

The total amount recoverable under any item of this Section will not exceed its sum insured.

#### Architects' and Surveyors' Fees

Within the overall limit of the sum insured on **Property Insured** (excluding **Stock**) **We** will pay the cost of architects', surveyors', consulting engineers', legal and other fees necessarily and reasonably incurred with **Our** consent in the reinstatement or repair of the property following **Damage** but excluding fees charged for the preparation of any claim.

# SECTION 1: PROPERTY DAMAGE

## Capital Additions

This Section includes:

- (a) newly acquired and/or newly erected **Contents** anywhere within the **Territorial Limits** in so far as such property is not otherwise insured
- (b) alterations, additions and improvements to existing **Contents** at the **Premises** but excluding any appreciation in the value of such property during the **Period of Insurance** provided that **You** will notify **Us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **Your** liability for such property. Following such notification the provisions of this Extension are fully reinstated.

**Our** liability will not exceed £1,000,000 or 15% of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

## Continuing Interest and Hire Charges

In the event of **Damage** at the **Premises** where **You** are liable under contract for interest charges or continuing hire charges not recoverable under the terms of a lease or similar agreement in respect of property for which **You** are responsible and which is not otherwise insured **We** will pay such charges actually and reasonably incurred.

**Our** liability will not exceed £10,000 in any one **Period of Insurance**.

## Contract Price

In respect of goods sold but not delivered for which **You** are legally responsible and where the sale contract is cancelled by reason of **Damage** then **Our** liability will be based on the contract price. For the purpose of the General Condition 4. Average the sum insured will be calculated on the same basis.

## Contract Works

The insurance by this Section extends to include temporary or permanent works executed or in the course of execution at the **Premises** by **You** or on **Your** behalf for the purposes of alterations or improvements to the **Premises** including unfixed site materials supplied for incorporation into the works but not including property more specifically insured.

**Our** liability will not exceed £250,000 any one single contract.

## Debris Removal Costs

- (a) The insurance by this Section extends to include costs and expenses necessarily incurred by **You** with **Our** consent in:
  - (i) removing debris
  - (ii) dismantling or demolishing
  - (iii) shoring up or propping

of the portion or portions of the **Property Insured** which has been subject to **Damage** but excluding any such costs or expenses incurred in respect of **Stock**

- (b) where **Stock** is insured the insurance by this Section includes costs and expenses necessarily incurred by **You** with **Our** consent in removing debris of the portion or portions of such insured property which has suffered **Damage** but **Our** liability in respect of **Damage** to **Stock** will not be increased above the respective sum insured by the operation of this Extension provided that **We** will not be liable for any such costs or expenses:
  - (i) incurred in removing debris except from the site of the **Property Insured** which has suffered **Damage** and from the area immediately adjacent to such site
  - (ii) arising from pollution or contamination of property not insured by this Section.

**Our** liability will not exceed the Property Damage sum insured shown in the **Schedule**.

## Drains, Sewers and Gutters

**We** will pay costs and expenses necessarily incurred by **You** with **Our** consent for cleaning and/or clearing of drains, sewers and gutters in consequence of **Damage** to the **Property Insured** provided that **We** will not be liable for any such costs or expenses:

- (a) incurred in removing debris except from the site of the **Property Insured** which has suffered **Damage** and from the area immediately adjacent to such site
- (b) arising from pollution or contamination or property not insured by this Section.

# SECTION 1: PROPERTY DAMAGE

## Exhibitions

**We** will pay for **Damage** caused to **Property Insured** excluding **Tenants Improvements** whilst:

- (a) within the premises of any trade show or exhibition within **Europe** at which **You** are participating as an exhibitor
- (b) in transit thereto and therefrom any show or exhibition within **Europe** but excluding theft or attempted theft from any unattended **Vehicle**.

**Our** liability will not exceed £2,500 in any one **Period of Insurance**.

## Fire Brigade Charges

**We** will pay **You** the reasonable costs charged by any Public Authority relating to the extinguishing or fighting of fire.

## Glass

**We** will pay for **Damage** to fixed glass, lamps, signs and name plates at the **Premises** not owned by **You** or insured by this policy including necessarily incurred additional costs involved in:

- (a) boarding up or temporary glazing pending replacement of broken glass
- (b) removing and re-fixing window fittings and other obstacles to replacement

provided that **You** are legally responsible for the repair of such **Damage**.

**Our** liability will not exceed £5,000 in any one **Period of Insurance**.

## Interested Parties

Any act or omission by the leaseholder, lessee, mortgagor or **You** or by any tenant occupying or using the buildings which increases the possibility of **Damage** will not prejudice the insured interest of the freeholder, lessor or mortgagee provided that:

- (a) such act or omission is entirely without the authority of the freeholder, lessor or mortgagee
- (b) as soon as the freeholder, lessor or mortgagee becomes aware of any such act or omission they will give immediate written notice to **Us** and pay any additional premium required.

## Landscaping Costs

**We** will pay **You** for the costs necessarily and reasonably incurred by **You** with **Our** consent in repairing or reinstating **Damage** to the landscaped gardens and grounds at the **Premises** caused by fire brigade equipment and personnel in the course of combating fire or any other insured event provided that **You** are legally responsible for the repair or reinstatement of such **Damage**.

**Our** liability will not exceed £2,500 in any one **Period of Insurance**.

## Loss of Metered Utilities

**We** will pay charges for which **You** are responsible if water, oil, gas or electricity is accidentally discharged from a metered system providing service to the **Premises** as a result of **Damage** insured under this Section.

**We** will not be liable for any such charges incurred by **You** in respect of any **Vacant or Unoccupied Building**.

**Our** liability will not exceed £10,000 in any one **Period of Insurance**.

## Loss Minimisation Expenses

**We** will pay for the costs necessarily and reasonably incurred by **You** with **Our** consent in:

- (a) preventing or reducing losses in the event of imminent **Damage** which would have been insured under this Section
- (b) alleviating **Damage** insured under this Section during and after the event of such **Damage**

Provided that:

- (i) the impending **Damage** was not reasonably foreseeable earlier and would be the inevitable outcome if such costs and expenses were not incurred
- (ii) the impending **Damage** did not arise from any defect in the **Property Insured**
- (iii) the impending **Damage** is not more specifically insured.

**Our** liability will not exceed £10,000 in any one **Period of Insurance**.

# SECTION 1: PROPERTY DAMAGE

## Non-invalidations

The insurance by this Section, other than in respect of **Damage** by theft or any attempt thereat, will not be invalidated by any act or omission or by any alteration unknown to **You** and beyond **Your** control whereby the risk of **Damage** is increased provided that as soon as **You** become aware of any such act or omission or alteration **You** will give immediate written notice to **Us** and pay any additional premium required.

## Protection Equipment Expenses

**We** will pay **You** the cost of refilling fire extinguishing equipment and smoke cloaks used solely as a consequence of **Damage**.

**Our** liability will not exceed the £10,000 in any one **Period of Insurance**.

## Reinstatement to Match (Computer Equipment)

Where **Computer Equipment** has suffered **Damage**, **You** may replace, repair or restore the property with equivalent property which employs current technology, and replacement, repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new.

Cover also extends to include:

- (a) the cost of replacement or modification of undamaged **Computer Equipment** insofar as it is necessary to adapt it to operate in conjunction with lost, destroyed or damaged property which has been replaced, repaired or restored
- (b) the cost of replacement, repair or modification of undamaged parts of **Computer Equipment** that form part of a matching set of articles, or suite of common design or function where the **Damage** is restricted to a clearly identifiable area or to a specific part.

Provided that:

- (a) **Our** total liability is not increased beyond the amount:
  - (i) that would otherwise have been payable for the replacement, repair or restoration of the property lost, destroyed or damaged in its original form

- (ii) that would have been payable for replacement, repair or modification if such property forming a set of articles, or suite of common design or function had been wholly destroyed
- (b) **We** will be liable only for the amount sufficient to enable **You** to resume operations in substantially the same manner as before the **Damage**
- (c) where the property is lost, destroyed or damaged in part only, **We** will not be liable for more than the amount representing the cost which **We** would have paid for repair, restoration or replacement if such property had been wholly destroyed
- (d) if **Damage** to **Computer Equipment** results in undamaged computer records being incompatible with the replacement **Computer Equipment**, **We** will pay the cost of:
  - (i) modifying the **Computer Equipment**; or
  - (ii) replacing computer records with reinstatement of programs and/or information (but not for the value of the information to **You**)

whichever is the less

**Our** liability will not exceed the **Computer Equipment** sum insured shown in the **Schedule**.

## Seasonal Stock Increase

The sums insured for **Stock** is increased by 25% during each **Period of Insurance** either:

- (a) during November, December and the first 15 days of January and the 30 days up to and including Easter Day and 7 days thereafter
- (b) during any other period during the year where the seasonal trend of **Your Business** requires such an increase in the sum insured, provided that such trend can be supported by previous trading records and that the period of the increase does not exceed 90 days in any **Period of Insurance**.

## Seventy Two Hour Clause

**Damage** caused by Storm, Flood or Earthquake if insured hereby occurring within each and every separate period of seventy-two hours during the currency of this Section will be deemed to be one occurrence in determining the application of any deductible or the **Excess**.

# SECTION 1: PROPERTY DAMAGE

## Subrogation Waiver

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

- (a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **You** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**
- (b) any company which is a Subsidiary of a Parent Company of which **You** are yourself a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**
- (c) any tenant or lessee who contributes to the cost of the premiums but excluding **Damage** arising out of the tenant's or lessee's gross negligence or as a result of the tenant's or lessee's wilful act or recklessness.

## Temporary Removal

**We** will pay for **Damage** to:

- (a) **Computer Equipment, Contents** and **Photography Equipment** whilst temporarily removed from the **Premises** for cleaning, renovation, repair or similar purposes and in transit thereto and therefrom anywhere within the **Territorial Limits**.  
  
**Our** liability any one occurrence will not exceed:
  - (i) 10% of the sum insured on each item
  - (ii) in the case of documents, manuscripts, plans and the like 10% of the total value.
- (b) **Contents** and **Stock** whilst being transferred between **Premises** described in the **Schedule** including transit by road, rail or inland waterway between such **Premises**.

**Our** liability will not exceed the amount which would have been recoverable had the **Damage** occurred at the **Premises** from which the property is transferred or £50,000 whichever is the less in respect of any such transfers at any one time.

**We** will not pay for property more specifically insured.

## Temporary Removal – Documents and Computer System Records

**We** will pay for **Damage** to the following whilst temporarily removed to premises not in **Your** occupation but whilst remaining within the **Territorial Limits**:

- (a) deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records)
- (b) computer system records

**We** will not pay for property more specifically insured.

**Our** liability any one occurrence will not exceed:

- (i) in the case of deeds, documents and the like 10% of the **Contents** sum insured
- (ii) in the case of computer system records £1,000.

## Theft Damage to Buildings

**We** will pay for **Damage** to the buildings at the **Premises** not owned by **You** or insured by this policy resulting from theft or any attempt thereat provided that **You** are legally responsible for the repair of such **Damage**.

**Our** liability will not exceed £50,000 or 10% of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

## Theft of Fixed Fabric of the Building

**We** will pay for theft of the fixed fabric of the buildings, which **You** own or are legally responsible for including fixed external CCTV equipment and security lighting.

**Our** liability will not exceed £2,500 in any one **Period of Insurance**.

## Theft of Keys

**We** will pay **You** costs and expenses necessarily and reasonably incurred for the replacement of locks or keys to the buildings or to any safe or strongroom therein resulting from loss of keys following their theft:

- (a) from the buildings or the home of any authorised **Employee**
- (b) involving assault or violence or threat thereof whilst such keys are in the personal custody of **You** or any authorised **Employee**.

**Our** liability will not exceed £1,000 in any one **Period of Insurance**.

# SECTION 1: PROPERTY DAMAGE

## Trace and Access

In the event of **Damage** at the **Premises** resulting from the escape of water or oil from any fixed installation, **We** will pay for costs necessarily and reasonably incurred in:

- (a) locating the source of **Damage** in order to effect repairs.

## Trade Samples

**We** will pay for **Damage** caused to trade samples whilst anywhere in **Europe** including while in transit thereto and therefrom but excluding theft or attempted theft from any unattended **Vehicle**.

**Our** liability will not exceed:

- (a) £1,000 in respect of any one single item
- (b) £10,000 any one **Period of Insurance**.

## Unauthorised Use of Electricity Gas or Water

**We** will pay **You** for the cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession of or occupying **Premises** without **Your** authority.

Provided that **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

**Our** liability will not exceed £10,000 in any one **Period of Insurance**.

## Workmen

Workmen shall be allowed on the **Premises** for the purpose of carrying out minor repairs, decorations or alterations without affecting the cover provided by this Section.

## Basis of Claims Settlement

### Average

Each item of **Property Insured** under this Section is similarly but separately subject to Average as specified in General Condition 4.

## Basis of Settlement

In the event of **Damage** to **Property Insured** by this Section the basis upon which the amount payable will be calculated is as follows:

- (a) **Stock** – the cost price of replacing the goods at the time of the **Damage**
- (b) deeds, documents and business books – their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein
- (c) computer systems records – the value of the materials only together with the cost of clerical labour and computer time expended in reproducing the records provided that **We** will not pay for the value to **You** of the information contained therein or for any expense in connection with the production of information to be recorded therein
- (d) patterns, models, moulds, plans and designs – the value of the materials only together with the cost of labour expended in reinstatement of such property
- (e) **Personal Effects** not otherwise insured – the cost of repair or replacement at the time of the **Damage**
- (f) **Computer Equipment, Photographic Equipment, Photographic Media, Tenants Improvements, and Contents** – subject to the following Special Conditions the basis upon which the amount payable in respect of any item on **Computer Equipment, Photographic Equipment, Photographic Media, Tenants Improvements, or Contents** is to be calculated will be the reinstatement of the property subject to **Damage**. For this purpose 'Reinstatement' means:
  - (i) the rebuilding or replacement of property subject to **Damage** which, provided that **Our** liability is not increased, may be carried out:
    - in any manner suitable to **Your** requirements
    - upon another site
  - (ii) the repair or restoration of property subject to **Damage** in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

# SECTION 1: PROPERTY DAMAGE

## Special Condition

1. **Our** liability for the repair or restoration of property which is only partially damaged will not exceed the amount which would have been payable had the property been wholly destroyed.
  2. No payment beyond the amount which would have been payable in the absence of this Basis of Settlement will be made:
    - (a) unless **Reinstatement** commences and proceeds without unreasonable delay
    - (b) until the cost of **Reinstatement** has actually been incurred
    - (c) if at the time of **Damage** the **Property Insured** is insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of **Reinstatement**.
  3. All the terms and conditions of the policy shall apply in respect of any claim payable under the provisions of this Clause except in so far as they are varied hereby
- (g) all other property - the cost of repairing or reinstating the property equal to its condition when new provided that:
- (i) this is carried out without delay and in the most economical manner
  - (ii) until **Reinstatement** has been completed no payment will be made for more than the amount which would be payable if an allowance had been made for wear, tear or depreciation.

## Maximum Amount Payable

The most **We** will pay in respect of any one occurrence will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this Section as shown in the **Schedule**.

## Designation

For the purpose of determining where necessary the item against which any property is insured **We** agree to accept the designation under which such property has been entered in **Your** books.

## Conditions

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

### Combustible Waste

It is a condition precedent to **Our** liability in respect of **Damage** caused by fire or explosion that:

- (a) all combustible trade waste is deposited in bags, sacks or bins and removed at least once a week, as far as is practicable, a safe distance from the buildings
- (b) all combustible trade waste is removed from the **Premises** at least once every two weeks.

### Fire Extinguishing Appliances

It is a condition precedent to **Our** liability that **You** will maintain all fire extinguishing appliances in efficient working order and under a contract of maintenance during the **Period of Insurance**.

Subject to the observance of this Condition this Section will not be invalidated by any defect in any of the said appliances due to any circumstances unknown to **You** or beyond **Your** control.

# SECTION 1: PROPERTY DAMAGE

## Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. water (other than loss of metered water as described in this Section), air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property
2. animals and growing crops
3. bullion, furs, explosives or contraband
4. jewellery, precious metals, precious stones, furs, fine arts, curiosities or relics except where specifically mentioned in the **Schedule**
5. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within the **Premises** for which **You** are responsible
6. vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites)
7. property or structures in the course of demolition, construction or erection and materials, equipment or supplies in connection therewith unless specifically mentioned as insured by this Section
8. moveable property in the open, fences, gates, vegetation, lawns and shrubs in respect of **Damage** caused by wind, rain, hail, sleet, snow, flood, dust or falling trees
9. property from a garden, yard, open space or any open fronted or open sided building therein by theft or any attempt thereat or malicious damage
10. **Property Insured** at any **Vacant or Unoccupied Buildings** unless agreed by **Us**
11. **Damage** to property stored in any outbuildings or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
12. **Damage** to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
13. **Damage** caused by or consisting of the bursting of any boiler, economiser (other than a boiler used for domestic purposes only) vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
14. Explosion in respect of and originating in any vessel machinery or apparatus or its contents, belonging to **You** or under **Your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus is the subject of a policy or other contract providing the required inspection service
15. **Damage** arising solely from a change in the water table level (i.e. the level below which the ground is saturated with water)
16. **Damage** by falling trees caused by felling or lopping carried out by **You** or on **Your** behalf
17. **Damage** caused by subsidence, ground heave or landslip
18. **Damage** to **Property Insured**:
  - (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat

# SECTION 1: PROPERTY DAMAGE

- (b) (other than fire or explosion) resulting from its undergoing any process of production, packaging, treatment, testing, commissioning, servicing or repair
19. **Damage** caused by or arising from or consisting of:
- (a) collapse or cracking of buildings
  - (b) denting or mechanical or electrical defect, failure, breakdown or derangement
  - (c) gradually operating causes, including but not limited to atmospheric or climatic conditions, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests, marring or scratching
  - (d) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
  - (e) any process involving drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, alteration or maintenance of any property
  - (f) use of any article contrary to manufacturers' instructions
  - (g) change in temperature, colour, flavour or finish but this shall not exclude:
    - such **Damage** not otherwise excluded which itself results from a **Defined Peril**
    - subsequent **Damage** which itself results from a cause not otherwise excluded
20. **Damage** caused by or consisting of:
- (a) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
  - (b) wear, tear or depreciation or diminution in value
  - (c) faulty or defective workmanship operational error or omission by
- You** or any of **Your Employees** but this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded
21. theft or attempted theft where **You** or any director, partner or **Employee** of **Yours** or any member of **Your** family or household be concerned as principal or accessory
22. theft or attempted theft unless:
- (a) involving forcible and violent entry to or exit from a Building at the **Premises**
  - (b) involving assault or violence or threat thereof to **You** or any of **Your Employees**
  - (c) as provided for under Section Extension Theft of Fixed Fabric of the Building
23. **Damage** by theft or attempted theft from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** unless:
- (a) all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation
  - (b) any property insured by this Section is secured in the locked boot, storage compartment or closed glove compartment; (the luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot)
  - (c) **Overnight** or after the completion of any **Working Day of the Driver** all windows and other openings have been closed and the **Vehicle** is locked and garaged in a secure building or compound

# SECTION 1: PROPERTY DAMAGE

- (d) any unattended **Vehicle** in an unattended building (not at the **Premises**) unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
- 24. in respect of **Stock** whilst in transit:
  - (a) **Damage** due to:
    - (i) leakage, spillage, contamination or deterioration
    - (ii) breakage of china, glass or other brittle articles unless caused by fire, theft or an accident involving the **Vehicle**
  - (b) **Damage** resulting from faulty packing or labelling
  - (c) **Damage** to property conveyed in any soft or open topped or soft or open sided **Vehicle** caused by:
    - (i) theft or attempted theft unless caused by or arising from theft or attempted theft of the conveying **Vehicle**
    - (ii) storm or malicious damage
- 25. **Damage** caused by theft or attempted theft occurring outside **Business Hours** to any till or cash register unless its drawer has been left in an open position
- 26. any losses, **Damage**, costs or expense of any kind which occurs as a result of interruption of or interference with the **Business** under this Section, except loss of rent payable where this is shown as covered in **Your Schedule**
- 27. losses not directly associated with the incident that caused **You** to claim
- 28. an **Excess** of £100.

# SECTION 2: BUSINESS INTERRUPTION

Your Schedule will show if this Section is operative

## Definitions

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

### NOTE:

To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms of this Section will be exclusive of such tax.

## Estimated Gross Revenue

The amount declared by **You** to **Us** as representing not less than the **Gross Revenue** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months.

## Gross Revenue

The money paid or payable to **You** for work done and services rendered in the course of the **Business**.

## Indemnity Period

The period beginning with the date of **Damage** and lasting for the period during which **Your Business** is affected as a result of the **Damage**, but not longer than the **Maximum Indemnity Period** shown in the **Schedule**.

## Maximum Indemnity Period

The period stated in the policy wording or in the **Schedule** as the Maximum Indemnity Period.

## Outstanding Debit Balances

The individual amounts owed to **You** by **Your** customers and shown as outstanding in **Your** records after adjustment for bad debts, abnormal trading conditions and debit/credit amounts not passed through **Your** books during the period between the last record and the date of **Damage**.

## Specified Working Expenses

The following expenses of the **Business** which are considered to vary directly with the **Turnover** and are therefore not included in the insurance:

- (a) 100% of purchases of materials (less discounts received)
- (b) 100% of carriage, packaging and freight (other than **Your** own).

## Standard Gross Revenue

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

### NOTE:

**Standard Gross Revenue** adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted will 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 **Damage**.

## Cover

If **Damage** occurs to property used by **You** at the **Premises** for the purposes of the **Business** which occurs during the **Period of Insurance** and causes interruption to or interference with the **Business** at the **Premises**, **We** will indemnify **You** in respect of such loss in accordance with the Basis of Cover stated in the **Schedule** and described below, provided that:

1. at the time of **Damage** there is insurance in force covering **Your** interest in the property at the **Premises** against **Damage** and that:
  - (a) payment has been made or liability admitted under that insurance; or
  - (b) payment would have been made or liability admitted, for the **Damage**, but for the operation of a proviso in the insurance excluding liability for losses below a specified amount.

# SECTION 2: BUSINESS INTERRUPTION

**Our** liability in respect of any one occurrence will not exceed:

1. 133.3% of the sum insured for **Estimated Gross Revenue**
2. 100% of each other item

as shown in the **Schedule**.

## Basis of Cover

Following **Damage** insured by this Section **We** will pay for the following in respect of any of the undermentioned items if insured by this Section.

### Gross Revenue (Declaration Linked Basis)

loss thereof due to:

- (a) loss of **Gross Revenue** being the amount by which the **Gross Revenue** during the **Indemnity Period** will fall short of the **Standard Gross Revenue** in consequence of the **Damage**
- (b) increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross 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 reduction in **Gross Revenue** thereby 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 Revenue** as may cease or be reduced in consequence of the **Damage**.

### Increase in Cost of Working

Increase in Cost of Working (where insured as a separate item) is limited to the additional expenditure necessarily and reasonably incurred as a result of the **Damage** in order to minimise any interruption or interference with the **Business** during the **Indemnity Period**.

## Extensions

The Extensions provided under this Section will be decided by the Basis of Cover shown in **Your Schedule** as follows:

- (a) **Gross Revenue** this Section extends to include Extensions **A-H** or

- (b) Increase in Cost of Working this Section extends to include Extensions **A. Book Debts, C. Deeds & Documents, D. Denial of Access, E. Exhibition Sites** and **F. Failure of Public Utilities** only.

When the Basis of Cover shown in **Your Schedule** is **Increase in Cost of Working**, **Our** liability in respect of these Extension will not exceed:

- (a) the sum insured stated in **Your Schedule** for Increase in Cost of Working
- (b) the limit stated within the Extension

whichever is the lower occurring during the **Period of Insurance**.

Any limit shown against an Extension is within and does not increase the Business Interruption sum insured shown in the **Schedule**.

### A. Book Debts

Interruption of or interference with the **Business** in consequence of **Damage** to **Your** records of **Outstanding Debit Balances** contained within the **Premises**. **We** will pay for any net **Outstanding Debit Balances** which **You** are unable to recover from customers as a result of **Damage** to such records and any additional expenditure incurred after such **Damage** in tracing and establishing **Outstanding Debit Balances**.

**Our** liability in respect of loss of net **Outstanding Debit Balances** and their associated additional expenditure and accountants charges will not exceed £50,000 any one **Period of Insurance**.

### Special Condition

At the end of each month **You** will record the total amount outstanding in customer's accounts and will maintain a separate record, in addition to the books of account, at alternative premises.

### B. Compulsory Closure

Interruption of or interference with the **Business** as a result of compulsory closure of the **Premises** by a public body authorised to prevent access to the **Premises** arising from the occurrence of:

- (a) foreign or deleterious matter in food or drink sold, supplied or provided at the **Premises**
- (b) murder, manslaughter, suicide or rape at the **Premises**
- (c) defective sanitation or the presence of vermin or pests at the **Premises**.

# SECTION 2: BUSINESS INTERRUPTION

For the purposes of the cover the **Indemnity Period** is restated as follows:

The **Indemnity Period** shall mean the period of time during which interruption to the **Business** occurs as a result of the matters set out at sub-clauses (a) – (c) (each ‘an occurrence’) commencing with the date of the closure of the **Premises** and not exceeding:

- (i) 30 days in respect of each occurrence and
- (ii) 30 days in total in respect of all occurrences in any one **Period of Insurance**

**Our** liability will not exceed £25,000 in any one **Period of Insurance**.

## C. Deeds & Documents

Interruption of or interference with the **Business** in consequence of **Damage** to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed from the **Premises** to elsewhere within the **Territorial Limits**.

**Our** liability will not exceed £50,000 any one occurrence.

## D. Denial of Access

Interruption of or interference with the **Business** in consequence of **Damage** to property within 1 kilometre of the **Premises** which prevents or hinders the use of or prevents access to the **Premises** but excluding **Damage** to property of any public utility from which **You** obtain supplies or services.

**Our** liability will not exceed the **Estimated Gross Revenue** or Increase in Cost of Working (as applicable) sum insured shown in the **Schedule**.

## E. Exhibition Sites

Interruption of or interference with the **Business** in consequence of **Damage** at any trade fair or exhibition at which **You** are to occupy a stand.

**Our** liability will not exceed £50,000 any one occurrence anywhere worldwide.

## F. Failure of Public Utilities

Interruption of or interference with the **Business** in consequence of **Damage** to property at any:

- (a) generating station or sub-station of the public electricity supplier

- (b) land based premises of the public gas supplier or of any natural gas producer linked directly with them
- (c) land based premises of the public telecommunications supplier or internet service provider
- (d) waterworks or pumping station of the public water supplier

within the **Territorial Limits** from which **You** obtain electricity, gas or water supplies or telecommunication services.

**Our** liability will not exceed £50,000 any one occurrence.

## G. Property in Transit

Interruption of or interference with the **Business** in consequence of **Damage** to property whilst in transit by road, rail or inland waterway within the **Territorial Limits**.

**Our** liability will not exceed £50,000 any one occurrence.

## H. Unspecified Suppliers

Interruption of or interference with the **Business** in consequence of **Damage** at the premises of **Your** direct suppliers, manufacturers or processors of components, goods or materials anywhere within the **Territorial Limits**.

**Our** liability will not exceed £50,000 any one occurrence.

## Clauses

The following Clauses apply to this Section.

### Payments on Account

Payments on account will be made to **You** during the **Indemnity Period** if desired.

### Professional Accountants

**We** will pay under this Section the reasonable charges payable by **You** to professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by **Us** and reporting that such particulars or details are in accordance with **Your** books of account or other business books or

# SECTION 2: BUSINESS INTERRUPTION

documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the Section will in no case exceed the maximum amount payable.

## Separate Departments

If the **Business** is conducted in departments, the independent trading results of which are ascertainable, the provisions of the Basis of Cover sub-paragraphs (a) and (b) of any item on **Gross Revenue** as appropriate will apply separately to each department affected by the **Damage**.

## Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover loss arising from any interruption of or interference with the **Business**:

1. In respect of:
  - (a) water, air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property
  - (b) animals and growing crops
  - (c) vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites)
  - (d) property or structures in the course of demolition, construction or erection and materials, equipment or supplies in connection therewith unless specifically mentioned as insured by the Property Damage Section
2. as a result of **Damage** to:
  - (a) moveable property in the open, fences, gates, vegetation, lawns and shrubs caused by wind, rain, hail, sleet, snow, flood, dust or falling trees

- (b) property from a garden, yard, open space or any open fronted or open sided building therein by theft or any attempt thereat or malicious damage
  - (c) **Property Insured** at any **Vacant or Unoccupied Buildings** unless agreed by **Us**
  - (d) property stored in any outbuildings or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
  - (e) any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
3. caused by or consisting of the bursting of any boiler, economiser (other than a boiler or economiser on the **Premises** or boiler used for domestic purposes only) vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
  4. caused by Explosion in respect of and originating in any vessel machinery or apparatus or its contents, belonging to **You** or under **Your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus is the subject of a policy or other contract providing the required inspection service
  5. arising solely from a change in the water table level (i.e. the level below which the ground is saturated with water)
  6. caused by:
    - (a) falling trees caused by felling or lopping carried out by **You** or on **Your** behalf

# SECTION 2: BUSINESS INTERRUPTION

- (b) subsidence, ground heave or landslip
- 7. to **Property Insured**:
  - (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - (b) (other than fire or explosion) resulting from its undergoing any process of production, packaging, treatment, testing, commissioning, servicing or repair
- 8. caused by or arising from or consisting of:
  - (a) collapse or cracking of buildings
  - (b) denting or mechanical or electrical defect, failure, breakdown or derangement
  - (c) gradually operating causes, including but not limited to atmospheric or climatic conditions, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests, marring, scratching
  - (d) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
  - (e) any process involving drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, alteration or maintenance of any property
  - (f) use of any article contrary to manufacturers' instructions
  - (g) change in temperature, colour, flavour or finish but this shall not exclude:
    - such **Damage** not otherwise excluded which itself results from a **Defined Peril**
    - subsequent **Damage** which itself results from a cause not otherwise excluded
  - (h) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
- (i) wear, tear or depreciation or diminution in value
- (j) faulty or defective workmanship operational error or omission by **You** or any of **Your Employees** but this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded
- 9. caused by theft or attempted theft where **You** or any director, partner or **Employee** of **Yours** or any member of **Your** family or household be concerned as principal or accessory
- 10. caused by theft or attempted theft unless:
  - (a) involving forcible and violent entry to or exit from a Building at the **Premises**
  - (b) involving assault or violence or threat thereof to **You** or any of **Your Employees**
  - (c) as provided for under Property Damage Section Extension Theft of Fixed Fabric of the Building
- 11. caused by the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services
- 12. not caused by **Damage** other than as described in Extension – B. Compulsory Closure
- 13. if **Your** interest ceases other than by death or the **Business** is:
  - (a) wound up or carried on by a liquidator or receiver or
  - (b) permanently discontinued
 unless **We** agree otherwise in writing.

# SECTION 3: SPECIFIED ALL RISKS

## Definitions

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

## Territorial Limits

- (a) **Premises** meaning the premises or any other location described in the **Schedule**
- (b) **United Kingdom** meaning Great Britain, Northern Ireland, the Channel Islands and the Isle of Man or any individual trip undertaken anywhere in the world not exceeding twenty days at any one time
- (c) **Europe** meaning the United Kingdom and the countries of the European Community, any country or island with a Mediterranean coastline, Iceland, Madeira, The Azores, Canary Islands, and Jordan or any individual trip undertaken anywhere in the world not exceeding twenty days at any one time
- (d) **Worldwide** meaning anywhere in the world excluding countries where the Foreign Office of the British Government recommends, prior to the commencement of any journey, against travel to such countries or travel only when essential.

## Cover

**We** will pay for **Damage** to the property specified in the **Schedule** under this Section occurring at the **Premises** or the **Territorial Limits** as specified in the **Schedule**.

## Extensions

The following Extensions apply to this Section.

### Hire of Replacement Equipment

In the event of **Damage** to property insured by this Section **We** will pay for the hire of equivalent property for the period necessary for reinstatement or repair.

**Our** liability will not exceed £2,500 or 15% of the item sum insured shown in the **Schedule**, whichever is the lower.

## Non-invalidation

The insurance by this Section, other than in respect of **Damage** by theft or any attempt thereat, will not be invalidated by any act or omission or by any alteration unknown to **You** and beyond **Your** control whereby the risk of **Damage** is increased provided that as soon as **You** become aware of any such act or omission or alteration **You** will give immediate written notice to **Us** and pay any additional premium required.

## Reshoot

**We** will pay for the costs and expenses necessarily and reasonably incurred in recreating a photographic shoot or retrieving data following **Damage** to:

- (a) **Photographic Equipment**
- (b) **Photographic Media** or
- (c) other property

specified in the **Schedule**, occurring at the **Premises** or **Territorial Limits** as specified in the **Schedule**.

**We** will not be liable for **Damage**:

- (i) caused by or consisting of faulty or defective workmanship, errors of judgment in lighting or sound recording, selection, operation or use of **Photographic Equipment** or **Photographic Media** by **You** or any of **Your** partners, directors or **Employees**
- (ii) caused by or consisting of exposure of video/film negatives to magnetic or electrical fields other than in connection with their recording or reproduction
- (iii) to property insured occurring whilst it is in transit caused by faulty or inadequate packing
- (iv) sustained as a result of security or custom checks
- (v) occasioned by any cause within **Your** control.

**Our** liability will not exceed £5,000 in any one **Period of Insurance**.

It is a condition precedent to **Our** liability that:

- (a) **Photographic Media** is kept in the possession or control of **You**, an authorised professional representative, partner, director or **Employee** at all times and carried in hand luggage throughout the duration of any return air flight from a shoot location unless prohibited by the conveying airline

# SECTION 3: SPECIFIED ALL RISKS

- (b) immediately prior to shooting all **Photographic Equipment** and **Photographic Media** shall be checked and tested by an appropriately qualified person to ensure that they are satisfactory for the purpose and manner in which they are intended to be used
- (c) **You** shall take all reasonable precautions to store and maintain **Photographic Media** in accordance with the manufacturer's recommendations.

## Subrogation Waiver

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

- (a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **You** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**
- (b) any company which is a Subsidiary of a Parent Company of which **You** are yourself a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**.

## Basis of Settlement Clauses

### Average

Each item of property insured under this Section is similarly but separately subject to Average as specified in General Condition 4.

### Basis of Claims Settlement

In the event of **Damage** to property insured by this section the basis upon which the amount payable will be calculated will be:

- (a) portfolios, negatives and transparencies – the value of the materials only, together with the cost incurred in the reinstatement of such property for an amount not exceeding £300 any single article or the sum insured on such property in total
- (b) pre-owned property insured – the cost of a replacement item of similar value, function, quality, age and condition as the insured item immediately prior to **Damage**
- (c) all other property – the cost of repairing or replacing the property equal to its condition when new provided that:

- (i) this is carried out without delay and in the most economical manner
- (ii) when property is subject to partial **Damage** **Our** liability will not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
- (iii) until replacement has been carried out no payment will be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation.
- (iv) in the event of loss, destruction or damage to any article forming part of a set the basis of settlement shall be a reasonable and fair assessment of the value of that article as part of the set but in no event shall the amount payable represent the total value of the set
- (v) where for any reason no payment is to be made on the basis of repair or replacement as new (liability being otherwise admitted) then **Our** liability will be arrived at as if this basis of claims settlement had not been incorporated herein and the basis of claims settlement shall then be deemed to read as follows:

In the event of **Damage** to property insured by this Section **We** will pay the cost of repairing or replacing the property at the time of **Damage** after due allowance for wear, tear or depreciation.

### Maximum Amount Payable

The most **We** will pay in respect of any one occurrence will not exceed the sum insured shown in **Your Schedule** for any one item.

# SECTION 3: SPECIFIED ALL RISKS

## Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. **Damage** caused by or consisting of:

- (a) frost, wear, tear, depreciation or diminution in value
- (b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
- (c) faulty or defective workmanship, operational error or omission on the part of **You** or any of **Your Employees**
- (d) denting, mechanical or electrical defect, failure, breakdown or derangement
- (e) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests, marring, scratching, magnetic fields, sand or grit
- (f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
- (g) use of any article contrary to manufacturers' instructions
- (h) storm or flood unless the property is contained in an enclosed vehicle or in a building
- (i) change in temperature, colour, flavour, texture or finish

2. **Damage** by theft or attempted theft:

- (a) to any property away from the **Premises** unless:
  - (i) the property is in **Your** personal custody or the personal custody of any partner, director or **Employee** of **Yours** or

- (ii) contained in a securely locked or occupied building

and involves forcible and violent entry to or exit from the building or assault, violence or threat thereof towards **You**, **Your** partners, directors or **Employee**

- (b) from any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
- (c) from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle**:
  - (i) occurring **Overnight** or after the completion of any **Working Day of the Driver**
  - (ii) unless all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation
  - (iii) unless any property insured by this Section is secured in the locked boot, storage compartment or closed glove compartment; (the luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot) and **Damage** involves forcible and violent entry to or exit from the **Vehicle** and there is physical evidence to support this
  - (iv) where the total value of the property insured exceeds £20,000 unless such property is specified in the **Schedule**
- 3. breakage of valves, bulbs or watch glass

# SECTION 3: SPECIFIED ALL RISKS

4. cosmetic damage that does not affect the purpose of the portfolio item(s)
5. cosmetic damage that does not affect the operation of the property insured, including superficial scratches and dents
6. any drone or unmanned aerial vehicle (UAV) including any property insured attached thereto unless agreed by **Us**
7. losses not directly associated with the incident that caused **You** to claim
8. the **Excess** in respect of:
  - (a) **Damage** to property insured – 10% of the agreed claim subject to a minimum of £150 and a maximum of £250
  - (b) **Damage** to property insured as a result of theft or attempted theft from any **Vehicle** – 10% of the agreed claim subject to a minimum of £150 and a maximum of £500.

# SECTION 4: MONEY AND ASSAULT

Your Schedule will show if this Section is operative

## Definitions

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

### Injury

Bodily Injury by violent and visible means.

### Insured Person

**You** or any of **Your** partners, directors or any **Employee** aged between 16 and 70 years.

### Loss of Limb

Total loss of one or more limbs at or above the wrist or ankle or total and permanent loss of use of any entire limb.

### Loss of Sight

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

### Medical Expenses

Any reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and any hospital, nursing home or ambulance charges.

### Money

**Negotiable Money** and **Non-Negotiable Money** all pertaining to the **Business** and belonging to **You** or which **You** are responsible for.

### Negotiable Money

Current currency, uncrossed bankers drafts, postal and money orders, uncrossed cheques, travellers cheques, national savings stamps, bus and rail travel cards and passes, telephone cards, current postage stamps, luncheon vouchers, gift tokens, holiday with pay stamps, trading stamps, premium bonds, savings stamps and National Lottery 'Instants' and other scratch cards.

### Non-Negotiable Money

Crossed cheques, postal orders, money orders, bankers drafts, national giro drafts, payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, premium bonds, VAT purchase invoices, credit and debit card sales vouchers and consumer redemption vouchers.

### Permanent Total Disablement

Permanent inability to engage in any gainful employment, other than such inability caused by **Loss of Limb** or **Loss of Sight**.

### Temporary Total Disablement

Temporary and absolute inability to engage in usual occupation.

### Cover

**We** will pay for physical loss of **Money** as described below occurring within the **Territorial Limits** and subject to the limits stated below:

- (a) loss of **Non-Negotiable Money** - up to a limit of £250,000
- (b) loss of **Negotiable Money**:
  - (i) in transit, in **Your** personal custody or in the custody of any authorised **Employee** or in a bank night safe - up to a limit of £2,000
  - (ii) on the **Premises** during **Business Hours** - up to a limit of £2,000
  - (iii) on the **Premises** out of **Business Hours** contained in locked safe(s) - up to a limit of £1,000
  - (iv) on the **Premises** out of **Business Hours** not contained in locked safe(s) - up to a limit of £200
  - (v) in **Your** home or in the home of any authorised **Insured Person** - up to a limit of £500

# SECTION 4: MONEY AND ASSAULT

## Extensions

The following Extensions apply to this Section.

### Credit Cards

**We** will pay for any amount for which **You** become liable under the terms of issue of any bank charge credit debit or cash card issued and used only in connection with the **Business** following fraudulent use by any unauthorised person within the **Territorial Limits**.

Provided that **You** report the loss to the issuing company immediately and to the police within 24 hours of discovering the loss and have complied with the terms and conditions of issue of the card.

**Our** liability will not exceed £2,500 in any one **Period of Insurance**.

### Safes

**We** will pay the cost of repair or replacement as a result of **Damage** following theft or attempted theft of **Money** to any:

- (a) safe or strongroom
- (b) postal franking machine
- (c) security case, bag or waistcoat used to carry **Money**.

**Our** liability will not exceed £2,500 in any one **Period of Insurance**.

## Conditions

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

### Accompaniment Condition

It is a condition precedent to **Our** liability that whenever **Negotiable Money** is in transit:

- (a) the **Negotiable Money** must be accompanied by not less than:
  - (i) two responsible **Insured Persons** when in excess of £3,000
  - (ii) three responsible **Insured Persons** when in excess of £6,000
- (b) the time of the day and the routes taken must be varied

unless otherwise agreed by **Us** in writing or amended by Endorsement to this Section as specified in the **Schedule**.

## Records

It is a condition precedent to **Our** liability that **You** keep a complete record of all **Money** held by **You** and deposit that record in a secure place other than in a safe or strongroom containing **Money**.

### Safe Keys and Combination Codes

It is a condition precedent to **Our** liability that outside **Business Hours**:

- (a) any safe will be securely locked
- (b) any key and records of a code to the safe will be removed from the **Premises**.

## Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. clerical or accounting errors or shortages due to error or omission
2. any loss due to the fraud or dishonesty of any director, partner or **Employee** unless the loss is discovered within seven working days of the date of its occurrence
3. loss caused by dishonoured cheques or by the use of counterfeit **Money**
4. loss from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle**
5. loss from any coin-operated vending, gaming or amusement machine or payphone unless specially agreed as insured and stated in the **Schedule**
6. **Damage** caused by theft or attempted theft occurring outside **Business Hours** to any till or cash register unless its drawer has been left in an open position containing no **Money**
7. loss of **Money** belonging to the Post Office
8. an **Excess** of £100.

# SECTION 4: MONEY AND ASSAULT

## Special Extension – Personal Assault

### Cover

**We** will pay **You** and **Your** legal representative in the event of **Injury** to any **Insured Person** consequent upon robbery or hold up or any attempt thereat in the course of the **Business** and such **Injury** directly and independently of any other cause results within twelve months in:

1. Death
2. **Loss of Limb**
3. **Loss of Sight**
4. **Permanent Total Disablement**

**Our** liability will not exceed £5,000.

5. **Temporary Total Disablement**

**Our** liability will not exceed £50 per week

### Extensions

The following Extensions apply to this Special Extension.

#### Counselling Costs

If any **Insured Person** sustains **Injury** consequent upon robbery or hold up or any attempt thereat in the course of the **Business** **We** will pay the fees for professional counselling when recommended by a qualified medical practitioner.

**Our** liability will not exceed:

- (a) £1,000 any one **Insured Person** in total for all claims or series of claims, arising out of any one original cause; and
- (b) £5,000 in total for all **Insured Persons** and in total for all claims or series of claims, arising out of any one original cause.

#### Medical Expenses

If an **Insured Person** incurs medical expenses as a result of **Injury** consequent upon robbery or hold up or any attempt thereat in the course of the **Business** **We** will pay up to £1,000 in respect of any one **Insured Person**.

#### Personal Effects

**We** will pay for **Damage** to clothing and personal effects belonging to an **Insured Person** as a direct result of robbery or hold up or any attempt thereat in the course of the **Business**.

**Our** liability will not exceed £250 in respect of any one **Insured Person**.

### Special Conditions

The following Conditions apply to this Special Extension, in addition to the General Conditions and Claims Conditions at the front of this policy.

#### Compensation Payment

- (a) Compensation will not be payable for more than one of the following Death, **Loss of Limb**, **Loss of Sight**, **Permanent Total Disablement**, in respect of any one **Insured Person**.
- (b) Compensation will not be payable for **Temporary Total Disablement**:
  - (i) until the end of the period of disablement but **We** will on request make interim payments at intervals of not less than four weeks
  - (ii) for more than 104 weeks from the date of sustaining **Injury** in respect of any one **Injury**.
- (c) The total amount payable as compensation for **Temporary Total Disablement** will be deducted from any subsequent compensation payment for Death, **Loss of Limb**, **Loss of Sight**, **Permanent Total Disablement** that follows from the same cause
- (d) The total amount payable as compensation for **Temporary Total Disablement** or a combination thereof is payable for a maximum of 104 weeks from the date of commencement of the first of these injuries to occur
- (e) Compensation for **Temporary Total Disablement** shall be payable when the total amount has been agreed or at **Your** request at intervals or not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of any **Injury** by **Us**

#### Medical Evidence

- (a) In the event of any disablement the **Insured Person** will place themselves under the care of a qualified medical practitioner and as often as required submit to a medical examination on **Our** behalf at **Our** expense
- (b) In the event of Death of an **Insured Person** **We** will be entitled to have a post mortem examination at **Our** expense
- (c) All certificate, information and evidence required by **Us** will be furnished at **Your** expense and in the form and nature as **We** require.

# SECTION 4: MONEY AND ASSAULT

## Exclusions

The following Exclusions apply to this Special Extension in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. illness or disease not resulting from **Injury** or suffering from **Injury** due to any gradually operating cause
2. Death or disablement arising from or attributable to intentional self-injury, provoked assault or wilful exposure to needless peril (except in an attempt to save human life)
3. Death or disablement contributed to or accelerated by the influence of intoxicating liquor or drugs taken by the **Insured Person** (other than for drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise).

# SECTION 5: EMPLOYERS' LIABILITY

Your Schedule will show if this Section is operative

## Definitions

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

## Compensation

Damages including interest.

## Costs and Expenses

- (a) Claimants' legal costs for which **You** are legally liable
- (b) all costs and expenses incurred with **Our** written consent in defending any claim
- (c) the solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

## Offshore Installation

Any:

- (a) installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- (b) installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- (c) pipe or system of pipes in the sea or tidal waters
- (d) accommodation installation for persons who work on or from the locations specified above.

## Cover

**We** will indemnify **You** against:

1. legal liability to pay **Compensation** to any **Employee**
- and

## 2. Costs and Expenses

in respect of **Bodily Injury** caused in the course of the **Business**:

- (a) during the **Period of Insurance**
- (b) within the **Territorial Limits**
- (c) elsewhere in the world in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits**.

## Limit of Indemnity

**Our** liability to pay **Compensation** and **Costs and Expenses** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Indemnity stated in the **Schedule**.

## Extensions

The following Extensions apply to this Section.

## Contractual Liability

Liability assumed by **You** under contract or agreement which would not have attached in the absence of such contract or agreement will be the subject of indemnity under this Section provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) **You** shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this insurance so far as they can apply.

**We** will not indemnify any person or entity falling within the definition of the **Policyholder** other than **You** for any contractual liability, unless such liability would have attached in the absence of any contract or agreement.

## Corporate Manslaughter and Corporate Homicide Act 2007

**We** will indemnify **You** in respect of:

- (a) legal costs and expenses incurred with **Our** prior written consent and
- (b) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such

# SECTION 5: EMPLOYERS' LIABILITY

proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death to an **Employee** happening in connection with the **Business** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:

- (i) **Our** liability will not exceed £5,000,000 during any one **Period of Insurance**
- (ii) all amounts payable under this Extension will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
- (iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section
- (iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

**We** will not be liable for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines penalties remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director, partner or **Employee** of **Yours**
- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance

- (g) costs and expenses in connection with the defence of any criminal proceedings brought in any country other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

## Court Attendance Compensation

**We** will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

- (a) **You**, any director or business partner £750
- (b) any **Employee** £250

## Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Indemnity stated in the **Schedule**.

## Health and Safety at Work etc. Act 1974

**We** will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

**We** will not be liable for:

- (a) fines or penalties of any kind
- (b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- (c) costs and expenses insured by any other policy.

## Indemnity to Other Persons

**We** will at **Your** request indemnify:

- (a) any of **Your** directors, partners or **Employees**
- (b) any officer, committee member or other person employed by **Your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services

# SECTION 5: EMPLOYERS' LIABILITY

- (c) any director, partner or official for whom with **Your** consent an **Employee** is undertaking private work
- (d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work
- (e) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **You** would have been entitled to payment under this policy if the claim had been made against **You** provided that:

- (i) any person is not entitled to be paid under any other insurance
- (ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- (iii) **We** will retain the sole conduct and control of any claim
- (iv) the total amount **We** will pay for damages to **You** and any such persons will not exceed the Limit of Indemnity stated in the **Schedule**.

## Unsatisfied Court Judgements

If any **Employee** or their personal representative obtains a judgement from a court within the **Territorial Limits** for damages for **Bodily Injury** against any company or individual operating from premises within the **Territorial Limits** and that judgement remains unpaid in whole or in part for more than six months after the date of the award **We** will pay at **Your** request the amount of any unpaid damages and awarded costs to the **Employee** or their personal representative.

Provided that:

- (a) the **Bodily Injury**:
  - (i) is caused during the **Period of Insurance**
  - (ii) arises out of and in the course of employment in the **Business**
- (b) there is no appeal outstanding
- (c) if a payment is made the **Employee** or their personal representative will assign the judgement to **Us**.

## Conditions

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

## Certificate of Employers' Liability Insurance

If this policy or this Section is cancelled then any Certificate of Employers' Liability insurance issued by **Us** is deemed to be cancelled at the same time.

## Discharge of Liability

**We** may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the Limit of Indemnity or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

## Our Right of Recovery

The insurance provided by this Section is deemed to be in accordance with any law relating to compulsory insurance or liability to **Employees** whilst employed in the **Territorial Limits** but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

# SECTION 5: EMPLOYERS' LIABILITY

## Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

**We** will not be liable under this Section in respect of:

1. **Bodily Injury** to any **Employee** arising out of the ownership, possession or use by or on **Your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. **Bodily Injury** to any **Employee** working in or on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
3. fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
4. any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected
5. **Bodily Injury** to any **Employee** working in or on:
  - (a) docks, harbours or railways
  - (b) watercraft
  - (c) chemical or petrochemical works, oil or gas refineries or storage facilities
  - (d) aircraft, airports or airfields
  - (e) power stations
  - (f) nuclear power stations
  - (g) any installation where nuclear processing is undertaken
  - (h) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, dams, motorways, quarries, mines or collieries.

# SECTION 6: PUBLIC LIABILITY

Your Schedule will show if this Section is operative

## Definitions

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

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

### Communicable Disease

- (a) Coronavirus being:
  - (i) any coronavirus; or
  - (ii) any disease caused by any coronavirus; or
  - (iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- (b) Any other infectious disease in humans which has been determined or declared to:
  - (i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/ or
  - (ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

### Compensation

Damages including interest.

### Computer System

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

### Clean Up Costs

- (a) Testing for or monitoring of **Pollution or Contamination**
- (b) The costs of **Remediation** required by any **Enforcing Authority** to a standard reasonably achievable by the methods available at the time that such **Remediation** commences.

### Costs and Expenses

- (a) Claimants' legal costs for which **You** are legally liable
- (b) All costs and expenses incurred with **Our** written consent in defending any claim
- (c) The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

### Cyber Act

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**.

### Cyber Incident

- (a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- (b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

### Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **Territorial Limits**.

# SECTION 6: PUBLIC LIABILITY

## Offshore Installation

Any:

- (a) installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- (b) installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- (c) pipe or system of pipes in the sea or tidal waters
- (d) accommodation installation for persons who work on or from the locations specified above.

## Remediation

Remedying the effects of **Pollution or Contamination** including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

## Cover

**We** will indemnify **You** against:

1. legal liability to pay **Compensation**

and

2. **Costs and Expenses**

in respect of:

- (a) accidental **Bodily Injury** to any person
- (b) **Damage** to material property
- (c) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
- (d) wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

occurring in connection with the **Business**:

- (i) during the **Period of Insurance**
- (ii) within the **Territorial Limits**
- (iii) within any member country of the European Union in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits**

- (iv) elsewhere in the world in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits**, provided such journey or visit is not for the purpose of performing manual work.

## Limit of Indemnity

**Our** liability to pay **Compensation** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Indemnity stated in the **Schedule**.

**Our** liability under this Section for all **Compensation** payable in respect of all occurrences arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed £1,000,000 inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

Where indemnity is provided for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories the Limit of Indemnity stated in the **Schedule** shall be the maximum amount payable by **Us** inclusive of all **Costs and Expenses**.

## Extensions

The following Extensions apply to this Section.

### Contingent Motor Liability

Notwithstanding Exclusion 2(b) **We** will indemnify **You** in respect of liability arising out of the use in the course of the **Business** of any vehicle not belonging to or provided by **You**.

Provided **We** will not be liable:

- (a) for **Damage** to such vehicle or to goods being carried
- (b) for **Bodily Injury** to any person or loss of property arising while the vehicle is being driven by **You** or by any person who to **Your** knowledge does not hold a licence to drive such vehicle
- (c) in respect of liability more specifically insured under any other insurance
- (d) in respect of liability arising outside the **Territorial Limits**.

# SECTION 6: PUBLIC LIABILITY

## Contractual Liability

Liability assumed by **You** under contract or agreement which would not have attached in the absence of such contract or agreement will be the subject of indemnity under this Section provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) **You** shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this insurance so far as they can apply.

**We** will not indemnify any person or entity falling within the definition of the **Policyholder** other than **You** for any contractual liability, unless such liability would have attached in the absence of any contract or agreement.

## Corporate Manslaughter and Corporate Homicide Act 2007

**We** will indemnify **You** in respect of:

- (a) legal costs and expenses incurred with **Our** prior written consent and
- (b) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of death to any person other than an **Employee** happening in connection with the **Business** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:
  - (i) **Our** liability will not exceed £5,000,000 or the Limit of Indemnity shown in the **Schedule**, whichever is the lower, during any one **Period of Insurance**
  - (ii) all amounts payable under this Extension will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
  - (iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out

of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section

- (iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

**We** will not be liable for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines, penalties, remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director, partner or **Employee of Yours**
- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- (g) costs and expenses in connection with the defence of any criminal proceedings brought in any country outside the **Territorial Limits**.

## Court Attendance Compensation

**We** will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

- (a) **You**, any director or business partner £750
- (b) any **Employee** £250

## Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Indemnity stated in the **Schedule**.

# SECTION 6: PUBLIC LIABILITY

## Defective Premises Act 1972

**We** will indemnify **You** in respect of liability incurred by **You** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **You**.

**We** will not be liable:

- (a) for the cost of repairing or rectifying any defect or alleged defect in such buildings
- (b) in respect of liability more specifically insured under any other insurance.

## Environmental Clean Up Costs

**We** will indemnify **You** in respect of all sums including statutory debts that **You** are legally liable to pay in respect of **Clean Up Costs** arising from environmental **Damage** caused by **Pollution or Contamination** where such liability arises under an environmental directive, statute or statutory instrument.

Provided that:

- (a) liability arises from **Pollution or Contamination** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**. All **Pollution or Contamination** which arises out of one incident will be deemed to have occurred at the same time such incident takes place
- (b) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- (c) **We** will not provide indemnity:
  - (i) in respect of **Clean Up Costs** for **Damage** to **Your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **Your** care, custody or control
  - (ii) for **Damage** connected with pre-existing contaminated property
  - (iii) for **Damage** caused by a succession of several events where such individual event would not warrant immediate action
  - (iv) in respect of the removal of any risk of an adverse effect on human health on **Your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **Your** care, custody or control

- (v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time **Remediation** commences
- (vi) in respect of costs for prevention of imminent threat of environmental **Damage** where such costs are incurred without there being **Pollution or Contamination** caused by a sudden, identifiable, unintended and unexpected incident
- (vii) for **Damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
- (viii) in respect of costs for the reinstatement or reintroduction of flora or fauna, natural habitats or species
- (ix) for **Damage** caused deliberately or intentionally by **You** or where **You** have knowingly deviated from environmental protection rulings or where **You** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **You** are responsible
- (x) in respect of fines or penalties of any kind
- (xi) for **Damage** caused by the ownership or operation on **Your** behalf of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
- (xii) for **Damage** which is covered by a more specific insurance policy
- (xiii) for **Damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- (xiv) for **Damage** caused by disease in animals belonging to or kept or sold by **You**.

**Our** liability will not exceed £100,000 for any one occurrence and in the aggregate in any one **Period of Insurance** inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

# SECTION 6: PUBLIC LIABILITY

## General Data Protection Regulations

**We** will indemnify **You** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the “General Data Protection Regulation” or the “GDPR”) and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You** provided that **We** will not be liable for:

- (a) the payment of fines and penalties
- (b) the cost of replacing reinstating rectifying or erasing any personal data.

**Our** liability shall not exceed £1,000,000 or the Limit of Indemnity stated in the **Schedule**, whichever is the lower, during any one **Period of Insurance** inclusive of all **Costs and Expenses**.

## Health and Safety at Work etc. Act 1974

**We** will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

**We** will not be liable for:

- (a) fines or penalties of any kind
- (b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- (c) costs and expenses insured by any other policy.

## Indemnity to Other Persons

**We** will at **Your** request indemnify:

- (a) any of **Your** directors, partners or **Employees**
- (b) any officer, committee member or other person employed by **Your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- (c) any director, partner or official for whom with **Your** consent an **Employee** is undertaking private work
- (d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work

- (e) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **You** would have been entitled to payment under this policy if the claim had been made against **You**.

Provided that:

- (i) any person is not entitled to be paid under any other insurance
- (ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- (iii) **We** will retain the sole conduct and control of any claim
- (iv) the total amount **We** will pay for damages to **You** and any such persons will not exceed the Limit of Indemnity stated in the **Schedule**.

## Legionella

Section Exclusion 9 will not apply to any discharge release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

All **Pollution or Contamination** which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like will be deemed to have occurred on the date that **You** first become aware of circumstances which have given rise to such **Pollution or Contamination**.

This indemnity only applies to claims first made against **You** during the **Period of Insurance** or within 30 days after the expiry of the **Period of Insurance**. **You** shall give notice in writing to **Us** immediately on becoming aware of circumstances which have given or may give rise to a claim under this Extension.

**We** will not be liable:

- (a) if before the current **Period of Insurance** **You** had become aware of circumstances which have or may give rise to such **Pollution or Contamination**
- (b) if **You** have failed to comply with the Health and Safety Executives Approved Code of Practice – Legionnaires Disease: The control of legionella bacteria in water systems – or any subsequent amending Code of Practice.

# SECTION 6: PUBLIC LIABILITY

It is a condition precedent to **Our** liability that **You** keep records evidencing compliance for **Our** inspection or produce copies of such records immediately on request.

**Our** liability will not exceed £500,000 for any one occurrence and in the aggregate in any one **Period of Insurance** inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

## Libel and Slander

**We** will indemnify **You** for claims made during the **Period of Insurance** arising from any act of libel or slander committed in good faith by **You** during the **Period of Insurance** in the course of the **Business** provided that **Our** liability will apply solely to **Your** in house publications including websites and trade publications.

**Our** liability will not exceed £100,000 in any one **Period of Insurance**.

## Member to Member Liability

**We** will indemnify any member of **Your** sports or social organisations in respect of liability for accidental **Bodily Injury** or **Damage** to property sustained by fellow members of such organisations while engaged in the activities of such organisations.

## Overseas Personal Liability

**We** will indemnify **You** or at **Your** request any director or partner or any **Employee** or spouse of such person in respect of any amount for which they will be legally liable incurred in a personal capacity whilst temporarily outside the **Territorial Limits** in connection with the **Business**.

Provided that this indemnity shall not apply in respect of:

- (a) ownership or occupation of land and buildings
- (b) liability more specifically insured under any other insurance.

## Property in Your Custody or Control

**We** will indemnify **You** in respect of legal liability for **Damage** to premises including fixtures and fittings leased, hired or rented to **You** or those in **Your** custody or control.

**We** will not be liable for legal liability under a contract unless legal liability would have attached to **You** in the absence of such contract.

## Conditions

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

## Discharge of Liability

**We** may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the Limit of Indemnity or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

# SECTION 6: PUBLIC LIABILITY

## Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

**We** will not be liable under this Section in respect of:

1. **Bodily Injury** to any **Employee** arising out of and in the course of their employment in the **Business**
2. **Bodily Injury** or **Damage** arising from the ownership, possession or use by **You** or on **Your** behalf of:
  - (a) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
  - (b) any mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than liability arising from:
    - (i) the use of plant as a tool of the trade on site or at the **Premises**
    - (ii) in respect of the loading or unloading of such vehicle; or
    - (iii) the movement of any such vehicle not the property of **You** which is interfering with the performance of the **Business**but this indemnity shall not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle
3. **Damage** to:
  - (a) property owned by or leased, hired or rented to **You** other than as insured under Property in Your Custody or Control Extension of this Section
  - (b) property belonging to **You** or held in **Your** care, custody or control other than:
    - (i) personal property of directors, partners or **Employees**
    - (ii) the property of customers or visitors temporarily on or about the **Premise**
    - (iii) as insured under Property in Your Custody or Control Extension
4. **Products** other than:
  - (a) food or beverages for consumption on the **Premises** by **Your** directors, partners, **Employees** or visitors
  - (b) the disposal of furniture and office equipment originally intended solely for use by **You** in connection with the **Business** and which is no longer required for that purpose
5. **Damage** to **Products** or the cost of making good or recalling such **Products** or the cost of rectifying defective work
6. **Damage** to property which **You** or any of **Your Employees** are or have been working on
7. fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
8. liability arising from or caused by the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
9. liability in respect of **Pollution** or **Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
  - (a) all **Pollution** or **Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
  - (b) **Our** liability for all **Compensation** payable in respect of all **Pollution** or **Contamination** which is deemed to have occurred during any one

# SECTION 6: PUBLIC LIABILITY

**Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**

- (c) this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.
- 10. liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories
- 11. liability arising in connection with any visits to or work on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
- 12.
  - (a) exposure to
  - (b) inhalation of
  - (c) fears of the consequences of exposure to or inhalation of
  - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

**Asbestos** including any products containing **Asbestos**

- 13. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
  - (a) 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**
  - (b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**

This Exclusion shall not apply in respect of:

- (i) **Bodily Injury**

- (ii) physical damage to material property

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or a **Cyber Incident**

- 14. any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected
- 15. **Bodily Injury** or **Damage** to property caused by or in connection with any work on or in:
  - (a) docks, harbours or railways
  - (b) watercraft
  - (c) chemical or petrochemical works, oil or gas refineries or storage facilities
  - (d) aircraft, airports or airfields
  - (e) power stations
  - (f) nuclear power stations
  - (g) any installation where nuclear processing is undertaken
  - (h) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, dams, motorways, quarries, mines or collieries
- 16. an **Excess** of £100 in respect of third party property damage.

# SECTION 7: PRODUCTS LIABILITY

Your Schedule will show if this Section is operative

## Definitions

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

### Communicable Disease

- (a) Coronavirus being:
  - (i) any coronavirus; or
  - (ii) any disease caused by any coronavirus; or
  - (iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- (b) Any other infectious disease in humans which has been determined or declared to:
  - (i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or
  - (ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

### Compensation

Damages including interest.

### Computer System

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

### Costs and Expenses

- (a) Claimants' legal costs for which **You** are legally liable
- (b) All costs and expenses incurred with **Our** written consent in defending any claim

- (c) The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

### Cyber Act

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**.

### Cyber Incident

- (a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- (b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

### Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

### Cover

**We** will indemnify **You** against:

1. legal liability to pay **Compensation** and

#### 2. **Costs and Expenses**

in respect of:

- (a) accidental **Bodily Injury** to any person
- (b) **Damage** to material property

occurring anywhere in the world during the **Period of Insurance** and caused by any **Products** supplied in or from the **Territorial Limits**.

### Limit of Indemnity

**Our** liability to pay **Compensation** in respect of all occurrences during any one **Period of Insurance** shall not exceed the Limit of Indemnity stated in the **Schedule**.

# SECTION 7: PRODUCTS LIABILITY

**Our** liability under this Section for all **Compensation** payable in respect of all occurrences arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed £1,000,000 inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

Where indemnity is provided for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories the Limit of Indemnity stated in the **Schedule** shall be the maximum amount payable by **Us** inclusive of all **Costs and Expenses**.

## Extensions

The following Extensions apply to this Section.

### Consumer Protection and Food Safety Acts

**We** will indemnify **You** and at **Your** request any of **Your** directors, **Your** partners or **Employees** against costs and expenses incurred with **Our** written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of:

- (a) Part 2 of the Consumer Protection Act 1987 or
- (b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

**We** will not be liable for:

- (a) the payment of fines or penalties
- (b) proceedings or appeals in respect of any deliberate act or omission
- (c) costs and expenses insured by any other policy.

### Corporate Manslaughter and Corporate Homicide Act 2007

**We** will indemnify **You** in respect of:

- (a) legal costs and expenses incurred with **Our** prior written consent and
- (b) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of death to any person other

than an **Employee** happening in connection with the **Business** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:

- (i) **Our** liability will not exceed £5,000,000 or the Limit of Indemnity stated in the **Schedule**, whichever is the lower, during any one **Period of Insurance**
- (ii) all amounts payable under this Extension will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
- (iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section
- (iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

**We** will not be liable for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines, penalties, remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director, partner or **Employee of Yours**
- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance

# SECTION 7: PRODUCTS LIABILITY

- (g) costs and expenses in connection with the defence of any criminal proceedings brought in any country outside the **Territorial Limits**.

## Court Attendance Compensation

**We** will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

- (a) **You**, any director or business partner £750
- (b) any **Employee** £250

## Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Indemnity stated in the **Schedule**.

## Health and Safety at Work etc. Act 1974

**We** will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

**We** will not be liable for:

- (a) fines or penalties of any kind
- (b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- (c) costs and expenses insured by any other policy.

## Conditions

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

## Discharge of Liability

**We** may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the Limit of Indemnity or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

## Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

**We** will not be liable under this Section in respect of:

1. **Bodily Injury** to any **Employee** arising out of and in the course of their employment in the **Business**
2. a contract unless legal liability would have attached to **You** in the absence of such contract
3. legal liability arising from or caused by the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
4. liability caused by or arising from property in **Your** care, custody or control
5. **Damage to Products** or the cost of making good or recalling such **Products** or the cost of rectifying defective work
6. liquidated damages, fines or penalties
7. punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages

# SECTION 7: PRODUCTS LIABILITY

8. all liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
  - (a) **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
  - (b) **Our** liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**
  - (c) this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.
9. liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories
10. **Products** which with **Your** knowledge are exported directly or indirectly to the United States of America or Canada
11. any **Products** which with **Your** knowledge are used in the aircraft, space, petro-chemical, gas, offshore, ship building and repair or nuclear industries
12. any **Products** which with **Your** knowledge are to be used in the motor industry other than those not affecting the safety, stability, steering or braking of the vehicle
13. liability caused by or arising from **Products** where the action is brought against **You** in any country not being a member of the European Union where **You** have a branch or a parent or a subsidiary company or are represented by a person or company holding **Your** Power of Attorney

14. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
  - (a) 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**
  - (b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**

This Exclusion shall not apply in respect of:

  - (i) **Bodily Injury**
  - (ii) physical damage to material property

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or a **Cyber Incident**
15. any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected
16. an **Excess** of £100 in respect of third party property damage.

# SECTION 8: PERSONAL ACCIDENT

Your Schedule will show if this Section is operative

## Definitions

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

### Benefit

The sum or sums of money that **We** have agreed to pay as shown in the **Schedule**.

### Capital Benefits

A **Benefit** that is not payable at a weekly rate.

### Deferment Period

An initial period of 7 days in respect of **Temporary Total Disablement** for which no **Benefit** is payable as shown in the **Schedule**.

### Injury

Bodily injury caused by:

- (a) accidental violent external and visible means
- (b) unavoidable exposure to the elements
- (c) accidental drowning, gassing or poisoning

occurring within 24 months from the date of the accident causing the Injury.

### Insured Events

1. Death
2. **Loss of Limb**
3. **Loss of Sight, Hearing or Speech**
4. **Permanent Total Disablement**
5. **Temporary Total Disablement**

### Insured Person

**You** or any of **Your** partners, principals or directors or any other **Employee** less than 75.

### Loss of Limb

Total and permanent loss:

- (a) by physical separation
- (b) of use

of a hand, arm, leg or foot.

### Loss of Sight, Hearing or Speech

Total and irrecoverable loss of:

- (a) sight in one or both eyes
- (b) hearing
- (c) speech.

### Medical Expenses

Any reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and any hospital, nursing home or ambulance charges.

### Operative Time of Cover

- (a) While an **Insured Person** is carrying out their occupational duties for **You** or while travelling between places of work where the travel is at **Your** expense
- (b) At any time where the **Injury** is the direct result of an unprovoked physical assault by another person.

### Permanent Total Disablement

Disablement which:

- (a) entirely prevents the **Insured Person** from engaging in or attending to their **Usual Occupation** to which they are reasonably suited by training, education or experience
- (b) lasts for more than 12 months from the date of the accident
- (c) is beyond hope of improvement.

### Temporary Total Disablement

Disablement which entirely prevents the **Insured Person** from engaging in or attending to their **Usual Occupation**.

### Usual Occupation

The tasks, duties and other functions, which **You** normally pay the **Insured Person** to perform in connection with **Your Business**.

# SECTION 8: PERSONAL ACCIDENT

## Weekly Benefit

The amount shown in the **Schedule** that **We** will pay to **You** for each complete working week, during any period of **Temporary Total Disablement** of an **Insured Person**.

## Item Type

### Unspecified Persons

Any **Insured Person** whilst employed by **You** for the purposes of **Your Business**.

## Cover

**We** will pay **You** the **Benefit** if any **Insured Person** sustains **Injury** during the **Period of Insurance** and **Operative Time of Cover** which solely, directly and independently of any other cause results in one of the **Insured Events**.

## Maximum Amount Payable

**We** will pay:

- (a) the **Capital Benefit** for **Insured Events** 1 to 4 shown in the **Schedule** for any one **Insured Person**
- (b) the **Weekly Benefit** for **Insured Event** 5, with payment being made at 4 weekly intervals but not payable for more than 104 weeks from the date the disablement started.

The **Benefit** will not be payable for more than one **Insured Event** 1 to 4 in respect of any one **Insured Person** identified as covered by this Section.

Payment in respect of **Insured Event** 5 will cease if the **Benefit** under **Insured Event** 1 to 4 becomes payable. Any sums paid under **Insured Event** 5 will be deducted from the amount of **Benefit** payable under **Insured Event** 1 to 4.

**We** will not be liable for any amount in excess of the maximum accumulation limit of £1,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the **Benefit** payable for each **Insured Person** shall be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.

The maximum **Benefit** payable in respect of Death of an **Insured Person** under 16 years of age or under 18 years of age and in full-time education will not exceed £10,000 or the **Benefit** stated in the **Schedule** whichever is the lower.

## Extensions

The following Extensions apply to this Section.

### Disappearance

If an **Insured Person** has been missing for a period of 180 consecutive days and sufficient evidence is produced to support the conclusion that death has been caused by **Injury**, that person will be presumed to have died.

However if the **Insured Person** is subsequently found alive, any amount **We** have paid will be refunded to **Us**.

### Medical Expenses Cover

**We** will pay **Medical Expenses** necessarily incurred and arising from treatment following **Injury** to an **Insured Person** up to:

- (a) 5% of the total amount paid for the **Capital Benefit** for **Insured Events** 1, 2, 3 and 4
- (b) 15% of the total amount paid as the **Weekly Benefit** for **Insured Event** 5.

## Conditions

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

### Claims Evidence Condition

If **You** do not comply with this Condition **You** will not be covered and **We** will not pay **Your** claim.

- (a) The **Insured Person** must as early as possible seek the attention of a qualified medical practitioner in the event of **Injury** which causes or may cause a claim and all certificates, information and evidence required by **Us** in connection with that **Injury** is to be provided at **Your** or the **Insured Persons** expense
- (b) All medical records, notes and correspondence in connection with a claim or a related pre-existing condition must be made available upon request to any medical adviser appointed by **Us** and that medical adviser is to be allowed to make an examination of the **Insured Person** as often as necessary
- (c) In the case of Death of the **Insured Person** **We** will be entitled to have a post mortem examination at **Our** expense.

# SECTION 8: PERSONAL ACCIDENT

## Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover any claim arising out of or consequent upon or contributed to directly or indirectly as a result of:

1. any pre-existing physical or mental disability or infirmity, medical condition or chronic or recurring ailment
2. any communicable disease including acquired immune deficiency syndrome (AIDS) or an AIDS related condition
3. insanity, intentional self-injury, suicide or attempted suicide
4. participation in any criminal act or civil commotion
5. flying or other aerial activities (other than whilst travelling as a passenger of a recognised airline)
6. pregnancy or childbirth
7. deliberate exposure to danger (except in an attempt to save human life)
8. an **Insured Person** practising or taking part in:
  - (a) any kind of racing (other than foot races)
  - (b) mountaineering or rock climbing
  - (c) abseiling, bungee jumping, potholing or similar underground activities
  - (d) underwater activities involving the use of breathing apparatus
  - (e) engaging in winter sports other than curling or skating
  - (f) speed or time trials
  - (g) engaging in any sport undertaken on a professional or semi-professional basis
  - (h) any operational duties as a member of the Armed Forces
9. the effects of alcohol or drugs (other than drugs prescribed by a qualified registered medical practitioner)
10. any treatment for drug addiction
11. any **Weekly Benefit** during the **Deferment Period**.

# SECTION 9: PROFESSIONAL INDEMNITY

**Your Schedule will show if this Section is operative**

## Definitions

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

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

### Circumstance

Information or facts or matters of which **You** are aware may result in a claim against **You** which **You** could become legally liable to pay and which arises out of the exercise and conduct of the **Business**.

### Communicable Disease

- (a) Coronavirus being:
  - (i) any coronavirus; or
  - (ii) any disease caused by any coronavirus; or
  - (iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- (b) Any other infectious disease in humans which has been determined or declared to:
  - (i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or
  - (ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

### Compensation

Damages including interest.

### Costs and Expenses

- (a) Claimants' legal costs for which **You** are legally liable.

- (b) All costs and expenses incurred with **Our** written consent in defending any claim.
- (c) The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

### Defence Costs

All costs and expenses incurred with **Our** written consent in the investigation, defence or settlement of any claim or **Circumstance** notified under the terms of this insurance and/or the cost of representation at any enquiry or other proceedings which have a direct or indirect relevance to this investigation, defence or settlement of any matter notified under the terms of this insurance.

### Documents

Project models or displays, deeds, wills, agreements, maps, plans, records, photographs or negatives, written or printed books, letters, certificates or written or printed documents of any nature whatsoever, including computer software and systems records (electronic data shall be deemed to be physical property for the purposes of this insurance) but excluding bearer bonds, coupons, bank or currency notes and other negotiable paper.

### Letter of Claim

The Letter of Claim as detailed in any applicable Pre-Action Protocol.

### Cover

**We** will indemnify:

1. **You** or **Your Employees**, partners or directors
2. any other person, persons, partnership, firm or company acting for or on **Your** behalf

against legal liability to pay **Compensation** and claimants' legal costs for which **You** are legally liable

arising out of any negligent act, error or omission, breach of duty, infringement of intellectual property rights, libel and slander or any other civil liability incurred in connection with the conduct of the **Business** within the **Territorial Limits** that results in a claim being first made against **You** and notified to **Us** during the **Period of Insurance**.

# SECTION 9: PROFESSIONAL INDEMNITY

## Limit of Indemnity

**Our** liability to pay:

(a) **Compensation**

and

(b) claimants' legal costs for which **You** are legally liable

in respect of all claims made against **You** during any one **Period of Insurance** shall not exceed the Limit of Indemnity stated in the **Schedule**.

**Our** liability to pay **Compensation** in respect of any one claim or series of claims against **You** arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed the Limit of Indemnity stated in the **Schedule** including any **Defence Costs**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

## Extensions

The following Extensions apply to this Section.

### Court Attendance Compensation

**We** will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

- (a) **You**, any director, officer or trustee £750
- (b) any **Employee** £250.

### Defence Costs

**We** will also indemnify **You** for **Defence Costs** where such costs have been incurred with **Our** prior written consent.

Such **Defence Costs** will be payable in addition to the Limit of Indemnity stated in the **Schedule**.

### Dishonesty of Employees

**We** will indemnify **You** for any claim first made against **You** and notified to **Us** during the **Period of Insurance** which arises out of the exercise and conduct of the **Business** brought about, or contributed to, by the fraudulent, criminal or malicious act or omission of any past or present **Employee**, or predecessors in business provided that:

- (a) **You** shall give **Us** notice as soon as reasonably practicable:
  - (i) of the discovery of any loss which gives rise or may give rise to a claim under this Section

- (ii) of the discovery of reasonable cause for suspicion of fraud or dishonesty on the part of any past or present **Employee** whether giving rise to a claim under this Section or not

- (b) no person committing such fraudulent, criminal or malicious act or omission shall be entitled to indemnity
- (c) **We** shall not be liable under this Section for any acts of fraud or dishonesty committed after the date of such discovery on the part of the person concerned
- (d) any monies which but for such fraudulent, criminal or malicious act or omission would be due from **You** to the person committing such act, or any monies held by **You** and belonging to such person, shall be deducted from any amount payable under this insurance.

### Indemnity to Other Persons

**We** will at **Your** request indemnify:

- (a) any of **Your** directors, partners or **Employees**
- (b) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **You** would have been entitled to payment under this policy if the claim had been made against **You**.

Provided that:

- (i) any person is not entitled to be paid under any other insurance
- (ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- (iii) **We** will retain the sole conduct and control of any claim.

### Loss of or Damage to Documents

In the event of **Damage** to **Documents** suffered and notified to **Us** during the **Period of Insurance**, **We** will indemnify **You** for the reasonable and necessary costs and expenses incurred in replacing, restoring or reconstituting any **Documents** which are in **Your** care, custody or control.

**Our** liability shall not exceed £50,000 in any one **Period of Insurance**.

# SECTION 9: PROFESSIONAL INDEMNITY

## Unintentional Breach of Confidentiality

**We** will indemnify **You** if during the **Period of Insurance** and as a result of **Your** business activities a claim is made against **You** for the unintentional breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions and is committed by **You** or **Your Employees**.

## Conditions

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

### Conduct of Claims

It is a condition precedent to **Our** liability that following notification of any claim or **Circumstance**, **We** will be entitled to take over and conduct in **Your** name the investigation, defence or settlement of any such matter.

**You** will:

- (a) assist **Us** and **Your** duly appointed representatives to put forward the best possible defence of a claim within the time constraints available
- (b) have adequate internal systems in place, which will allow ready access to material information
- (c) at all times and at **Your** own cost give to **Us** or **Your** duly appointed representatives all such information, assistance, signed statements or depositions as may properly be required to facilitate compliance with all applicable Civil Procedure Rules, Practice Directions and Pre-Action Protocols and recoveries
- (d) pay the **Excess** on demand of **Us** or **Your** duly appointed representatives to comply with any settlement agreed by **Us**.

If **You** and **We** cannot agree a common course of action with regard to the contesting of any legal proceedings (whether defence or prosecution), the dispute will be resolved in accordance with Section Condition Insurance Disputes.

### Discharge of Liability

**We** may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the Limit of Indemnity or

- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

### Discovery of a Claim or Circumstance

It is a condition precedent to **Our** liability that if during the **Period of Insurance You**:

- (a) receive notice of any claim that is indemnifiable under this insurance other than any claim received through a **Letter of Claim**, **You** will give notice in writing to **Us** as soon as practicable
- (b) receive a **Letter of Claim**, **You** will give notice in writing to **Us** as soon as practicable and in any event within 7 working days from receipt of such **Letter of Claim** and not later than the expiry of the **Period of Insurance**
- (c) become aware of any **Circumstance**, **You** will give notice to **Us** in writing of such **Circumstance** as soon as practicable, **We** agree that any **Circumstance** notified to **Us** during the **Period of Insurance** which subsequently gives rise to a claim after expiry of this insurance will be deemed to be a claim first made during the **Period of Insurance**.

### Insurance Disputes

This insurance is governed by the laws of England and Wales. Any dispute or difference between **Us** and **You** arising from this insurance will be referred for determination to Senior Counsel of the English Bar, to be mutually agreed between **Us** and **You**, or any other person as may be mutually agreed. In the event of disagreement regarding the appointment, the Chairman of the Bar Council will appoint a suitable person. The findings of the agreed or appointed person will be binding on **Us** and **You**, and the cost of such referral will be allocated by the agreed or appointed person on a fair and equitable basis.

### Other Insurance

If a claim or loss would but for the existence of this policy be insured by any other valid and collectable policy **We** will only be liable for any amount above that collectable under such other policy.

# SECTION 9: PROFESSIONAL INDEMNITY

## Subrogation

If any payment is made by **Us**, **You** grant to **Us** all rights of recovery against any parties from whom a recovery may be made and **You** will take all reasonable steps to preserve such rights.

However, **We** agree to waive any rights of recovery against any of **Your** directors, partners, **Employees** or former **Employees** unless liability has resulted in whole or part from any act or omission on the part of such person which is dishonest, fraudulent, criminal or malicious.

## Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

**We** will not be liable under this Section in respect of:

1. any liability for, or directly or indirectly arising out of, or in any way involving the ownership, possession or use by or on behalf of **You** of any aircraft, watercraft, hovercraft, motor vehicle or trailer or any buildings, structures, premises or land or that part of any building leased, occupied or rented by **You** or any of **Your** property
2. any bodily or psychological injury, sickness, disease or death of any **Employee** or any claim arising out of any dispute between **You** and any present or former **Employee** or any person who has been offered employment with **You**
3. any liability for, or directly or indirectly arising out of, or in any way involving the manufacture, construction, alteration, repair, servicing or treating of any goods or products sold, distributed or supplied including the sale and/or supply of hardware and/or software by **You**
4. any act, error or omission by **You** or of any of **Your** directors which is dishonest, fraudulent, criminal or malicious, or any claim where any person has committed a dishonest, fraudulent, criminal or malicious act after discovery by **You** of reasonable cause for suspicion that such act has been committed

5. any claim made against **You** by either:
  - (a) any entity in which **You** exercise a controlling interest, or
  - (b) any entity exercising a controlling interest over **You** by virtue of having a financial or executive interest in **Your** operation

unless such claim is made against **You** for an indemnity or contribution in respect of a claim made by an independent party against the said entities detailed in 5. (a) or 5. (b) above and arises out of the exercise and conduct of the **Business**

6. any claim in respect of liquidated damages or penalties due to liability assumed by **You** under any contract or agreement where such liability would not have existed in the absence of such contract or agreement
7. any work or activities undertaken by **You** outside of the United Kingdom, Channel Islands and the Isle of Man
8. any claim brought (or the enforcement of any judgement or award entered against **You**) outside the courts of the United Kingdom, Channel Islands, Isle of Man and Member States of the European Union
9. fines, penalties, punitive, multiple or exemplary damages
10. any claim arising from the exercise and conduct of the **Business** prior to the Retroactive Date stated in the **Schedule**
11. **Damage to Documents** which are stored on magnetic or electrical media unless such **Documents** are duplicated on magnetic or electrical media with the intention that in the event of **Damage** the duplicate can be used as the basis for restoring the **Documents** to their original status
12. **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance**

# SECTION 9: PROFESSIONAL INDEMNITY

13. any claim arising from being a director, officer, governor, committee member or trustee of **Yours** (as opposed to those duties and functions carried out in furtherance of the **Business**) or from the acceptance of any directorship or trusteeship in any other company not forming part of **You**
14.
  - (a) exposure to
  - (b) inhalation of
  - (c) fears of the consequences of exposure to or inhalation of
  - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

**Asbestos** including any products containing **Asbestos**
15. any claim or **Circumstance** that may give rise to a claim which has been notified and accepted by insurers in respect of any other insurance attaching prior to the inception of this policy or as disclosed as a material fact to **Us** in connection with this insurance or any claim or **Circumstance** that may give rise to a claim of which **You** were or should have been aware prior to the inception of this policy
16. any trading losses or trading liabilities incurred by any business managed or carried on by **You** including loss of any client account or business
17. any consequential loss arising from **Your** failure to arrange and/or maintain insurance and/or finance
18.
  - (a) any depreciation or loss of investment when such depreciation or loss arises from fluctuations in any financial stock or commodity or other markets, and any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments

- (b) any investment advice given or services performed which have not been authorised where such authorisation is required under any statutory regulation by an appropriate statutory authority
19. any liability for, or directly or indirectly arising out of, or in any way involving **You** acting in the capacity of trustee, fiduciary or administrator of any employer-sponsored pension or superannuation scheme or superannuation programme
20. any claim arising out of:
  - (a) bodily or psychological injury, sickness, disease or death of any person(s)
  - (b) **Damage** to property other than as provided under Section Extension Loss of or Damage to Documentsunless arising out of any negligent act error or omission or breach of duty from the conduct of the **Business**
21. any claim arising out of **Your** contractual liability unless such liability would have existed in the absence of such a contract or agreement
22. any claim either directly or indirectly or in connection with or in any way involving alleged infringement of Copyright, Patents, Registered Designs, Trade Marks or Passing-off
23. any claim either directly or indirectly or in connection with or in any way involving libel or slander arising out of publication made in any journal, magazine or newspaper or by means of radio and/or television
24. any claim which arises out of any statement which **You** knew, or ought reasonably to have known, was libellous or slanderous at the time it was made or any claim arising from personal spite or ill will towards any claimant or arising from reckless behaviour
25. liability arising out of **Your** involvement in any joint venture, consortium or other profit sharing scheme

# SECTION 9: PROFESSIONAL INDEMNITY

26. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
- (a) 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**
  - (b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**.

This Exclusion shall not apply in respect of:

- (i) bodily injury, sickness, disease or death of any person
- (ii) physical damage to material property

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or a **Cyber Incident**

27. the **Excess** stated in the **Schedule**.



**Glover & Howe Insurance Services**

4 St Peters Court, St Peters Street, Colchester, Essex, C011WD

Tel: 01206 814500 Email: [insurance@gloverhowe.co.uk](mailto:insurance@gloverhowe.co.uk) Web: [www.gloverhowe.co.uk](http://www.gloverhowe.co.uk)

Glover & Howe Insurance Services is trading name of Glover & Howe Ltd.

Glover & Howe Ltd is authorised and regulated by the Financial Conduct Authority.

Registered Office: 47 Butt Road, Colchester, C03 3BZ. Registered in England & Wales No. 02261824.