



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

Arranged by:



Semi-Professional & Professional Photographers' Insurance Policy

Thank **you** for choosing Covéa Insurance.

This is **your** policy. It sets out the details of **your** insurance contract with Covéa Insurance.

Your premium and the other terms of **your** policy have been calculated upon the information shown in the policy **schedule** and recorded in:

- any application for the insurance completed by **you** or on **your** behalf (proposal form, Statement of Fact or electronic application);
- any written information supplied by **you** supplementary to the application for the insurance
- any declaration in connection with the above.

Please read the policy and **schedule** carefully to ensure that the cover meets **your** requirements.

Please contact Glover & Howe if **you** have any questions or if **you** would like to make any adjustments.

Semi-Professional & Professional Photographers' Insurance Policy

Introduction

Each section of this policy, the **schedule** and any endorsements, together with this Introduction and the Definitions, General Conditions and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

- a) the **schedule**, and policy endorsements, or this Introduction and the Definitions, General Conditions and General Exclusions shall have the same meaning throughout the policy unless **we** state otherwise
- b) an individual section or any section endorsements 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 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 **damage**, **bodily injury** or liability or pay other benefits which fall within the insured sections of this policy, provided that the **damage** or **bodily injury** or liability which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused or in the case of the Professional Indemnity section is first notified) during the **period of insurance** and in connection with the **business**.

The **schedule** shows the sections of the policy that are insured.

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** insurance 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** insurance broker.



James Reader
Chief Executive Officer
Covea Insurance plc
Registered in England and Wales No. 613259
Registered Office: Norman Place, Reading RG1 8DA.

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Customer Service Information

Covea Insurance plc

Covea Insurance plc is registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and Prudential Regulation Authority are independent watchdogs that regulate financial services.

Our Financial Services Register number is 202277. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Registered Office: Norman Place, Reading, Berkshire RG1 8DA

Glover & Howe Insurance Services

This policy is arranged for **you** by Glover & Howe Insurance Services ('Glover & Howe').

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

Glover & Howe Ltd's Registered Office is 47 Butt Road, Colchester, CO3 3BZ. It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 562289. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Accessibility

We are able to provide, upon request, audio tapes, large print and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner. Alternatively, if **you** have hearing or speech difficulties and have access to a text telephone **you** can call any of **our** numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID).

Law applicable to the contract

We propose to choose English law as the law applicable to the contract unless **we** agree another choice of law with **you** prior to the start date.

Promise of satisfaction and service

We are confident that **your** Semi-Professional & Professional Photographers' Insurance Policy will bring **you** complete satisfaction.

If this policy does not meet **your** needs, **you** have the right to cancel it for a period of 14 days from the date **your** policy begins or from the date **you** receive this policy document if this happens later. If **you** cancel it in this period **you** will receive a full premium refund. If **you** have made a claim or an incident giving rise to a claim has occurred during this period, **you** must reimburse **us** for any claims payments **we** have made, or may be required to pay.

Please see the General Condition - Cancellation on page 15.

Confidentiality

We promise complete confidentiality and security in all matters relating to **your** insurance arrangements.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of **business** and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

Notification of a claim

If **you** have a claim or are aware of an incident that could result in a claim, please contact Glover & Howe on 01206 814500 or Covea Insurance plc on 0330 134 8187.

To ensure **we** maintain a high quality service, **we** may monitor or record telephone calls.

From the moment **you** or **your** insurance broker call, **we** will take full responsibility for dealing with **your** claim. When **you** telephone please ensure **you** have **your** policy number and details of the claim to hand.

We will:

- confirm whether the event is insured
- if necessary, arrange for a loss adjuster to contact **you**
- give **you** advice on how **your** claim will be dealt with and any excess **you** may have to pay.

In most cases **you** will need to complete a claim form.

If **we** cannot settle immediately, **your** claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as **your** point of contact. **We** will give **you** regular progress reports and settle **your** claim as fairly and promptly as possible.

Customer Service Information

Enquiries or complaints

If **you** have an enquiry or complaint regarding:

- the suitability of this policy for **your** needs; or
- the information and advice **you** received whilst it was originally being discussed; or
- the operation or administration of the policy;

or an enquiry concerning a claim that **you** may have made **you** should contact Glover & Howe by telephone on 01206 814500, or by writing to them at, 4 St Peters Court, St Peters Street, Colchester, Essex, CO1 1WD.

If **your** complaint relates to the cover under this policy or the way a claim is/has been handled **you** should contact **us**:

The Customer Services Manager,
Covea Insurance plc,
50 Kings Hill Avenue,
Kings Hill,
West Malling,
Kent
ME19 4JX
or telephone **us** on 0330 134 8194

or email **us** at information@coveainsurance.co.uk

A copy of Covéa Insurance's complaints handling procedure is available on request.

Please be ready to provide all relevant details of **your** policy and in particular **your** policy number (if allocated) to help **your** enquiry or complaint to be dealt with speedily.

You may have the right to refer it to the
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR;

telephone numbers 0800 023 4567 (calls to this number are normally free for people calling from a "fixed line" phone but charges may apply if **you** call from a mobile phone)

0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

Website www.financial-ombudsman.org.uk

Following this procedure will not affect **your** legal rights.

Nothing in the terms and conditions of this policy will reduce **your** statutory rights relating to faulty or mis-described goods or services. For further information about **your** statutory rights, **you** should contact **your** local authority Trading Standards Department or Citizen's Advice Bureau.

Customer Service Information

How we use your information

Please visit 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 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**:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: dataprotection@coveainsurance.co.uk.

Customer Service Information

Employers Liability Tracing Office

Certain information relating to **your** insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

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

The Database will be managed by the ELTO.

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.

By entering into this insurance policy **you** will be deemed to specifically consent to the use of **your** insurance policy data in this way and for these purposes.

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in bold in the policy unless stated otherwise.

act of terrorism

an act or threatened act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and

- involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or threat thereof and
- is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage taking and
- is committed for political, religious, ideological or other similar purposes

bodily injury

death, injury, illness, disease or shock

business

the **business** as stated in the **schedule** including the provision and management of catering, social, sports, educational and welfare facilities for the benefit of **employees**, first aid, medical, ambulance, fire and security services and maintenance of the **premises**

business hours

the period during which the **premises** are occupied by **you** or **your** authorised **employees** for the purposes of the **business**

computing equipment

the following property used solely in connection with **your business**, belonging to **you** or for which **you** are legally responsible

- a) electronic, computer or other data processing and/or storage equipment
- b) laptops palmtops and notebooks
- c) personal digital assistants (PDAs)

damage

loss, destruction or damage unless otherwise excluded

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 and shall include 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

derangement

electrical or mechanical malfunction arising from a cause internal to **computing equipment**, **photographic equipment** and **photographic media** unaccompanied by visible **damage** to or breaking out of any parts of the equipment

employee

in connection with **your business** any

- person under a contract of service or apprenticeship to **you**
- labour master or labour only sub contractor or person supplied by them
- self employed person providing labour only
- trainee or person undergoing work experience, training, study or exchange scheme
- person hired to or borrowed by **you**
- voluntary workers

Europe

the **United Kingdom** and the countries of the European Union and the Channel Islands

excess

the amount for which **you** will be responsible and which will be deducted from each and every claim

Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man nor the Channel Islands

gross revenue

the money paid or payable to **you** for work done and services rendered in the course of the **business**

Definitions

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
insured person	the principals, partners, directors or employees of the insured aged between 16 and 70 years
intruder alarm installation	the component parts of the alarm including the means of communication used to transmit signals
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
maximum indemnity period	the period stated in the schedule as the maximum indemnity period
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
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, holiday with pay stamps, premium bonds, VAT purchase invoices, credit and debit card sales vouchers and consumer redemption vouchers, all pertaining to the business and belonging to you or for which you are legally responsible
notifiable human infectious or contagious disease	those diseases notifiable under the Public Health (Infectious Diseases) Regulations 1988, namely Acute encephalitis, Acute poliomyelitis, Anthrax, Cholera, Diphtheria, Dysentery, Food poisoning, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia (without meningitis), Mumps, Ophthalmia neonatorum, Paratyphoid fever, Plague, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral haemorrhagic fever, Viral hepatitis, Hepatitis A, Hepatitis B, Hepatitis C, Whooping cough, Yellow fever. No other disease shall be added to the above list without our prior written consent
operative sections	the sections which you have selected and for which cover is provided by this policy
operative time	the period during which you or an insured person as insured under the Personal Accident section is engaged in duties in connection with the business excluding travel between the normal place of residence and normal place of work
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 the damage
overnight	between the hours of 22.00 and 06.00
period of insurance	the period stated in the schedule as the period of insurance
permanent total disablement	permanent inability to engage in any gainful employment, other than such inability caused by loss of limb or loss of sight

Definitions

personal effects

personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured, belonging to **you** directors, partners, **employees**, customers and visitors

photographic equipment

the following property used solely in connection with **your business**, belonging to **you** or for which **you** are legally responsible

- a) **computing equipment**
- b) fax, audio, visual, television, video and photographic equipment
- c) projectors printers scanners and other peripheral devices used in conjunction with a) and b)

photographic media

the following property used solely in connection with **your business**, belonging to **you** or for which **you** are legally responsible

- a) blank video tapes, cassettes, cartridges and raw film or tape stock
- b) digital disks, memory cards any other data carrying media
- c) exposed film negative, interpositives, positives, working prints, cutting copies, fine grain prints, transparencies, matrices, recorded video tapes, soundtracks, animation cells, art work and drawings
- d) processed or developed films

pollution or contamination

pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health

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

photographic equipment, photographic media, stock, specified stock, tenants improvements and trade contents or any other property, as specified in the **schedule**

schedule

this provides details of **you**, the **period of insurance**, the **operative sections** of the policy, the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording

specified stock

stock of tobacco, cigarettes, cigars, wines, spirits, jewellery, watches, precious metals and stones and non-ferrous metals owned by **you** or for which **you** are legally responsible for the purposes of the **business**

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**

stock

stock and materials in trade including

- raw materials
- work in progress
- finished goods
- goods in trust

owned by **you** or for which **you** are legally responsible for the purposes of the **business** excluding **specified stock**

temporary total disablement

temporary and absolute inability to engage in usual occupation

Definitions

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
territorial limits	Great Britain , Northern Ireland, the Isle of Man or the Channel Islands
trade contents	<p>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</p> <ul style="list-style-type: none">• machinery, plant, trade and office furniture• fixtures, fittings, blinds and signs• all other contents including personal effects, curios and pictures• money not exceeding £500 <p>not including motor vehicles, computing equipment, photographic equipment, photographic equipment, stock, specified stock, tenant's improvements and glass</p>
turnover	the money paid or payable to you for products supplied and services rendered in the course of the business
unattended vehicle	any vehicle left without you , an employee of yours or a responsible adult authorised by you, in attendance
United Kingdom	Great Britain and Northern Ireland
unoccupied	empty, vacant or no longer used for a period of more than thirty consecutive days
vehicle	any road vehicle including trailers and containers
verified	checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration
virus	program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not, including but without limitation Trojan horses, worms and logic bombs
we, us, our	Covea Insurance plc unless otherwise stated
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, yours	the person, persons or company named as the Insured in the schedule .

General Conditions

Applicable to all sections

Cancellation

You may cancel this policy by giving written instructions to Glover & Howe, 4 St Peters Court, St Peters Street, Colchester, Essex, CO1 1WD or to **us** at Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, ME19 4JX.

You may cancel this policy within 14 days from the date it begins or from the date **you** receive the policy document and **schedule**, whichever is the latter, returning the policy document and **schedule** to Glover & Howe or **us** at the above addresses.

You will receive a refund for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule** but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay, in respect of the incident.

In the event of cancellation by **you** after the 14 day period described above or cancellation by **us** at any time, **we** will refund a pro rata proportion of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments **we**:

- a) will stop applying for **your** monthly premium
- b) may exercise **our** right to collect the balance of any outstanding premium in the event of a claim.

If **you** have agreed to pay the premiums by instalments and any one instalment still remains unpaid 14 days after it was due **we** reserve the right to cancel **your** policy with effect from the date upon which the unpaid instalment was due. In that event **we** will send **you** written notice of cancellation by recorded delivery letter.

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:

- a) not
 - i. paying a premium when it is due
 - ii. 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
 - iii. taking all reasonable precautions to prevent or minimise **damage, bodily injury** or liability as required by General Condition of Reasonable Care of this policy and failing to put this right when **we** ask **you** to by sending **you** seven days written notice to **your** last known address.
- b) use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

If **we** cancel **your** policy, **we** will refund the premium for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule**.

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**, **we** will not refund any part of the premium.

If **you** have a Loan Agreement with Covéa Insurance to pay for **your** insurance, outstanding monies may be owed when **your** policy is cancelled. They must be paid to Covéa Insurance as described in **your** Loan Agreement.

Change in risk

You must tell Glover & Howe or **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 **damage, bodily injury** 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 of Cancellation.

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**.

General Conditions

Applicable to all sections

Claims

It is a condition precedent to **our** liability that in the event of a claim or possible claim **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**
- advise **us** as soon as reasonably possible
- not admit or repudiate liability without **our** written consent
- inform **us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to **us** immediately, unacknowledged
- provide at **your** own expense all assistance, details and evidence **we** may reasonably require
- take all reasonable steps to mitigate the extent of any **damage**.

Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party who is not named as the Insured in this policy will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy against **us**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

Death of the Insured

In the event of **your** death **we** will, in respect of liability or loss incurred by **you**, indemnify **your** personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall, as though they were **you**, observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.

Excess clause

Where stated in this policy **you** will be responsible for paying an **excess** in relation to each and every claim made by **you**.

If a claim is made for **damage** under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

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:

- i. proportionately reduce the amount payable in respect of a claim; and/or
- ii. 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.

General Conditions

Applicable to all sections

Fair Presentation of the Risk (continued)

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 **you** 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.

Fraud

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 been 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 named as the Insured in the **schedule**, 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 **damage** or injury

Law applicable

Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

Other insurance

We will not pay for any **damage**, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same **damage**, legal liability or other event.

Other interests (to be declared)

The financial interest of any mortgagee(s), freeholder(s), leaseholder(s) or other party having a similar financial interest, as declared to **us**, is deemed to be noted in the insurance provided under the relevant section of this policy.

General Conditions

Applicable to all sections

Reasonable care

It is a condition precedent to **our** liability that **you** must at all times

- take all reasonable precautions to prevent **damage**, accident or **bodily injury**
- keep the **premises**, **buildings** and other maintainable property which is insured by this policy in a satisfactory state of repair
- comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use, inspection and safety of property and the safety of persons
- as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime arrange for additional precautions to be effected as the circumstances may require
- exercise due care in the selection and supervision of **employees**.

Reinstatement of sum insured

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

Rights

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**.

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

- security devices are put into full and effective operation whenever the **premises** are closed for **business** or left unattended
- 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
- 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**
- alterations or additions to or changes in or removal of security devices are advised to **us** immediately in writing.

Subjectivity

We will clearly state in the **schedule** if the cover provided by this policy is subject to **you**

- providing **us** with any additional information requested by a required date(s)
- completing any actions agreed between **you** and **us** by a required date(s)
- allowing **us** to complete any actions agreed between **you** and **us**.

If required by **us**, **you** must allow **us** access to the **premises** and/or the **business** to carry out a survey(s) within 60 days of the inception or renewal date unless **we** agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required date(s)) **we** may, at **our** option

- modify **your** premium
- issue a mid-term amendment to **your** policy or section terms and conditions
- require **you** to make alterations to the insured **premises** by the required date(s)
- exercise **our** right to cancel the policy
- leave the policy or section terms and conditions and the premium unaltered.

General Conditions

Applicable to all sections

Subjectivity (continued)

We will contact **you** with **our** decision and where applicable specify the date(s) by which any action(s) agreed needs to be completed by **you** and/or any decision by **us** will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until **we** agree otherwise in writing. If **you** disagree with **our** requirements and/or decisions **we** will consider **your** comments and where **we** consider appropriate will continue to negotiate with **you** to resolve the matter to **your** and **our** satisfaction.

In the event that the matter cannot be resolved

- **you** have the right to cancel this policy from a date agreed by **you** and **us** and provided no claims have been made **we** will refund a proportionate part of the premium paid for the unexpired period of cover
- **we** may at **our** option exercise **our** right under the General Condition of Cancellation of this policy.

Except where stated, all other policy and section terms and conditions will continue to apply.

This condition does not affect **our** right to void the policy if **we** discover information material to **our** acceptance of the risk.

Subrogation

We may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made or are likely to make under this policy.

Terms Not Relevant to a 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 **damage, bodily injury** or liability and where **you** can prove that non-compliance with the term could not have increased the risk of the **damage, bodily injury** or liability which occurred.

Underinsurance

If at the time of any **damage**, the sum insured is less than the actual reinstatement cost of the **property insured** including any additional costs for removal of debris and architects' and surveyors' fees where applicable, **you** will be considered as being **your own insurer** for the difference and will bear a proportionate share of the loss.

No claims discount

If no claim has been made under the Specified All Risks, Property Damage or Business Interruption sections of this policy 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:

No claim in the preceding period of insurance	- 5 %
No claim in the preceding two consecutive periods of insurance	- 10 %
No claim in the preceding three consecutive periods of insurance	- 15 %

General Exclusions

What you are not covered for:

1. Applicable to all Sections

We will not pay for **damage** to property, any cost, expense, legal liability or **bodily injury** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Radioactive Contamination

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

War Risks

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

Sonic Bangs

Pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds

Confiscation

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

Electronic Failure

- a) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any electronic equipment, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic **virus**
 - b) the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction
- However, subsequent **damage** which is otherwise covered by **your** policy is nevertheless insured.

2. Applicable to all Sections other than Liability

We will not pay for **damage** to the **property insured** resulting from or arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Act of Terrorism

An **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism**.

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

Pollution or Contamination

- a) to property caused by **pollution or contamination** unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**
- b) in addition, **we** will not pay for any loss under the Business Interruption Section of this policy resulting from **pollution or contamination** other than loss resulting from **damage** at the **premises** to property used by **you** for the purpose of the **business** caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

Process of Heat

To property undergoing any process involving the application of heat.

General Exclusions

What you are not covered for:

Theft by Principals

Caused by theft or attempted theft where **you** or any director, partner or **employee** of **yours** or any member of **your** family or household is concerned as principal or accessory.

Unoccupied Premises

Caused by theft or attempted theft, malicious damage, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware

- a) during any period when the **business** has ceased to trade whether the **premises** are unfurnished or otherwise
- b) whilst the buildings are insufficiently furnished for normal trading purposes or not lived in by any adult person with **your** permission

Unexplained Losses

Caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information.

Gradually Operating Causes

Caused by wear, tear or any gradually operating cause.

Northern Ireland

Any **damage** or expense happening 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 expense caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

3. Applicable to all Liability Sections other than Employers' Liability

We will not pay for legal liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Pollution or Contamination

Any liability for

- a) **bodily injury** or financial loss of, **damage** to or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**
- b) the cost of removing, nullifying or cleaning up pollutants unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

Asbestos

- a) any liability arising directly or indirectly out of exposure to, inhalation of, or fears of the consequences of exposure to or inhalation of asbestos, asbestos fibres or any derivatives of asbestos
- b) the cost of cleaning up, or removal of, or **damage** to property or any product arising out of any asbestos, asbestos fibres or any derivatives of asbestos (except as stated in this policy)

Specified All Risks (Equipment) Section

Definitions

For the purposes of this Specified All Risks section only the following definitions will apply:

territorial limits means

Premises	the premises or any other location described in the schedule
United Kingdom	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
Europe	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
Worldwide	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

What you are covered for

1. All Risk Items

We will pay for **damage** to the property specified in the **schedule** occurring at the **premises** or elsewhere as specified in the **schedule**.

2. 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.

Provided that our liability will not exceed 15% of the relevant sum insured in respect of the property lost, destroyed or damaged or £2,500 whichever is the lesser.

3. Reshoot cover

We will pay for reasonable costs and expenses incurred in recreating a photographic shoot or retrieving data following **damage** to

- photographic equipment**, or
- photographic media** or
- other property

specified in the **schedule** occurring at the **premises** or elsewhere as specified in the **schedule**.

Provided that

- our liability will not exceed £5,000 in any one **period of insurance**.
- we will not be liable for **damage**
 - 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**
 - caused by or consisting of exposure of video/film negatives to magnetic or electrical fields other than in connection with their recording or reproduction
 - to property insured occurring whilst it is in transit caused by faulty or inadequate packing
 - sustained as a result of security or custom checks
 - occasioned by any cause within the **your** control

Special Condition

It is a condition precedent to our liability that:

- photographic media** is kept in the possession or control of **you**, an authorised professional representative 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
- 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
- you** shall take all reasonable precautions to store and maintain **photographic media** in accordance with the manufacturers recommendations.

Specified All Risks (Equipment) Section

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**.

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) 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) 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
 - iv) 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.
 - 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.

What you are not covered for

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) marring, scratching, 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, 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** to tapes, cassettes, cartridges, films (exposed or otherwise) or batteries unless specified in the **schedule**
3. **damage** by theft or attempted theft from any **unattended vehicle**
 - a) occurring **overnight** or after the completion of the insured's normal working day or when the insured's final assignment has been completed or after the completion of any **working day of the driver**
 - b) unless
 - i) the **vehicle** is a car or van of a fully enclosed type (excluding convertible or soft top vehicles) and
 - ii) all doors, windows and any other openings are shut and securely locked and fastened with all security devices therein or thereon in full and proper operation and
 - iii) the property is concealed out of sight in a locked boot or other fully enclosed locked compartment (the area at the rear of an estate type car or hatchback under the top cover and out of view is deemed to be a locked boot) and
 - ii) there is visible evidence of the use of forcible or violent entry to the **vehicle**
 - iii) involving **property insured** for an amount exceeding £20,000 unless stated otherwise in the **schedule**
4. **damage** by theft or attempted theft 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
5. breakage of valves, bulbs or watch glasses
6. losses not directly associated with the incident that caused **you** to claim
7. an **excess** in respect of
 - a) theft from any motor **vehicle**, being 10% of the agreed claim after the application of the General Condition – Underinsurance, subject to a minimum of £100 and a maximum of £500
 - b) any other loss, being 10% of the agreed claim after the application of the underinsurance condition subject to a minimum of £50 and a maximum of £250.

Property Damage Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current schedule

What you are covered for

1. **Damage** occurring in the **premises** to the **property insured** described in the **schedule** occurring during the **period of insurance**.
2. **Capital additions**
 - a) Newly acquired **trade contents** anywhere within the **territorial limits** in so far as such property is not otherwise insured
 - b) Alterations, additions and improvements to existing **trade contents** at the **premises** but excluding any appreciation in value of such property during the **period of insurance**Provided that
 - i) at any one location **our** liability will not exceed 10 % of the property damage sum insured in the **schedule**
 - ii) **you** 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
 - iii) following such notification the provisions of this clause are fully reinstated
3. **Debris removal costs**
 - a) The **property insured** 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 proppingof 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 any item insuring **stock** or **specified stock**
 - b) Where **stock** or **specified stock** is insured 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** or **specified stock** will not be increased above the respective sum insured by the operation of this extensionProvided 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.
4. **Exhibitions**

Damage caused to **property insured**, excluding **tenants improvements**, whilst within the premises of any trade show or exhibition within **Europe** at which **you** are participating as an exhibitor, including whilst in transit thereto and therefrom but excluding theft or attempted theft of the **property insured**, excluding **tenants improvements**, from any **unattended vehicle**.
Our liability will not exceed £2,500 in any one **period of insurance**.
5. **Protection equipment expenses**

The cost of refilling fire extinguishing equipment and smoke cloaks used solely as a consequence of **damage**.
Our liability will not exceed £10,000 in any one **period of insurance**.
6. **Landscaping costs**

Costs and expenses 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**.
7. **Loss of metered gas and water**

The cost of loss of metered gas and metered water for which **you** are legally responsible arising from **damage** at the **premises**.
Our liability will not exceed £10,000 in any one **period of insurance**.
8. **Additional statutory costs**

Within the item sum insured **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** or **specified 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 £50,000 or 10 % of the property sum insured, whichever is lower, in any one **period of insurance**.

Property Damage Section

What you are covered for

9. Temporary removal

Photographic equipment and **trade contents** are covered whilst temporarily removed from the **premises** for cleaning, renovation, repair or similar purposes and in transit thereto and therefrom anywhere within the **territorial limits** provided that this cover does not apply to property in so far as it is otherwise insured.

Our liability will not exceed 10% of the value of such property

10. 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) up to 10% of the value of such property.
- b) computer system records up to £1,000 in any one **period of insurance**.

11. Theft damage to the premises

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, whichever is lower, in any one **period of insurance**.

12. Theft of keys

The cost of replacing locks or keys to the **premises** or to any safe or strongroom therein resulting from loss of keys following their theft

- a) involving forcible or violent entry to the **premises** 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**.

13. Seasonal increase

For the period 1st November to 31st December each year (both dates inclusive), the sum insured in respect of **stock** is increased by 25%.

14. Sanitary ware and underground service pipes or cables

The cost of reinstatement or repair for which **you** are legally liable following accidental **damage** to

- a) fixed sanitary ware and fittings
- b) underground service pipes or cables extending from the public mains to the **premises** or the buildings.

Our liability will not exceed £1,000 in any one **period of insurance**.

15. External CCTV equipment and security lighting

Damage to external CCTV equipment and security lighting at the **premises**, for which **you** are legally responsible, provided that such property is located and fixed in an inaccessible position.

Our liability will not exceed £2,500 in any one **period of insurance**.

16. Glass

We will pay **you** in respect of

- a) **damage** to fixed glass at the **premises**, together with the necessary cost of temporary boarding up pending replacement and the cost of repairing window and door frames as a result of such breakage or **damage**
- b) breakage at the **premises** of fixed mirrors and fixed glass in showcases, counters and display cabinets
- c) breakage of or **damage** to neon and illuminated signs and fixed glass therein.
- d) **damage** to alarm foil caused by the breakage of glass at the **premises**.

Provided **you** are legally responsible for the repair of such **damage**.

Our liability will not exceed £500 in any one occurrence.

We will not be liable for

- a) an **excess** of £100
- b) glass which was broken or cracked before the insurance commenced
- c) superficial scratching, chipping or cracking
- d) breakage caused during installation or removal or whilst alterations or repairs are being effected to the **premises**
- e) breakage of armoured, bent or other special glass or lettering or designs superimposed on glass.
- f) breakage or **damage** in respect of **unoccupied premises**
- g) breakage or damage caused by or occurring through the insufficiency of the foundation or fabric of the premises or buildings in which the glass is situated
- h) breakage of or damage to neon and illuminated signs and fixed glass when
 - i) arising from adjustment, repair, dismantling or erection of any part of the sign or to any part whilst removed from its normal working position
 - ii) arising from mechanical breakdown to the sign or any part thereof
 - iii) caused by its own ignition, electrical breakdown or burn out
 - iv) tubes are damaged in any neon or illuminated sign unless the glass is fractured at the same time

Property Damage Section

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**.

Inflation Protection

The sums insured stated in the **schedule** for **property insured** (other than **stock** or **specified stock** or other items stated as being insured on an alternative basis) will be adjusted each month in line with the percentage changes to the appropriate indices. At each renewal, the premium will be calculated on the adjusted sums insured.

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) **stock** and **specified 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) **computing equipment, photographic equipment, photographic media, tenants improvements, and trade contents** - subject to the following Special Conditions the basis upon which the amount payable in respect of any item on **computing equipment, photographic equipment, photographic media, tenants improvements, or trade 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:
 - a) in any manner suitable to **your** requirements
 - b) 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

Special Conditions

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 the Basis of claims 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 Additional clause except in so far as they are varied hereby
4. All other property - the cost of repairing or reinstating the property equal to its condition when new provided that
 - a) this is carried out without delay and in the most economical manner
 - b) 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
5. 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

Property Damage Section

Additional Clauses

1. Architects' and Surveyors' Fees

Within the overall limit of the sum insured on **property insured** (excluding **stock** and **specified 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.

2. 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 Underinsurance the sum insured will be calculated on the same basis.

3. 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.

4. 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 shall give immediate written notice to **us** and pay any additional premium required.

5. 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.

6. 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 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**.

7. Unoccupied Buildings

Notice is to be given to **us** when any buildings or portions thereof become empty, vacant or no longer used by any person authorised by **you** or when any such buildings or portions thereof are again used by any person authorised by **you** and **you** agree to pay any additional premium required.

8. 72 Hours Clause

Damage occurring within 72 consecutive hours of and arising from storm or flood is deemed to be one claim. **You** have the right to select the moment from which the 72 hour period will be deemed to have commenced within the terms of this section provided that such **damage** occurred prior to expiry of the **period of insurance**.

Property Damage Section

What you are not covered for

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. jewellery, precious stones, bullion, furs, fine art, curiosities, relics
4. 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
5. **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)
6. property or structures in course of demolition, construction or erection and materials, equipment or supplies in connection therewith
7. 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
8. property from a garden, yard, open space or any open fronted or open sided building therein by theft or any attempt thereof or malicious **damage**
9. explosives and contraband
10. **property insured** at any **premises** that are **unoccupied** unless agreed by **us**
11. **damage** to property stored in any outbuilding 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** 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
13. an **excess** of £100
14. **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
15. explosion
 - a) caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control
 - b) 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 will be the subject of a policy or other contract providing the required inspection service
16. 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 'What you are covered for' 15 External CCTV equipment and security lighting
17. **damage** arising solely from a change in the water table level (i.e. the level below which the ground is saturated with water)
18. **damage** by falling trees caused by felling or lopping carried out by **you** or on **your** behalf
19. **damage** caused by subsidence, ground heave or landslip
20. **damage** caused by or arising from or consisting of
 - a) wear, tear or depreciation or diminution in value
 - b) collapse or cracking of buildings
 - c) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - d) faulty or defective workmanship operational error or omission by **you** or any of **your employees**
 - e) marring, scratching, denting or mechanical or electrical defect, failure, breakdown or **derangement**
 - f) 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
 - g) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
 - h) use of any article contrary to manufacturers' instructions
 - i) change in temperature, colour, flavour or finish
21. malicious damage caused by any tenant or lessee
22. losses not directly associated with the incident that caused **you** to claim.

Money Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current schedule

What you are covered for:

1. We will pay for physical loss of **money** as described below occurring within the **territorial limits** and subject to the limits stated below in respect of any one occurrence:

Item Limit	Limit
1 a) non negotiable money	£250,000
b) money , other than non negotiable money , whilst	
i) in transit in your personal custody or in the personal custody of any other authorised employee or whilst contained in a bank night safe	£2,000
ii) on the premises during business hours	£2,000
iii) on the premises outside business hours contained in locked safes	£1,000
iv) on the premises outside business hours not contained in a locked safe	£200
v) in your home or the home of any other authorised employee	£500

2. **Safes**

We will pay for the cost of repair or replacement, following theft or attempted theft occurring within the **territorial limits**, of any

- a) safe
- 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**.

3. **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**.

What you are not covered for:

1. an **excess** of £100
2. clerical or accounting errors or shortages due to error or omission
3. any loss due to the fraud or dishonesty of any **employee** unless the loss is discovered within seven working days of the date of its occurrence
4. loss caused by dishonoured cheques or by the use of counterfeit **money**
5. loss from any **unattended vehicle**
6. loss from any coin-operated vending, gaming or amusement machine or payphone unless specially agreed as insured and stated in the **schedule**
7. loss, destruction or **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
8. losses not directly associated with the incident that caused **you** to claim.

Special Condition

It is a condition precedent to **our** liability that

- a) a true and complete account shall be kept of all **money** in transit and on the **premises** and such record shall be deposited in a secure place other than in any safe containing the **money**
- b) during **business hours** any safe shall be kept locked other than when **money** or other property is being placed in or removed from the safe and the keys kept in **your** personal custody or in the personal custody of any other authorised **employee**
- c) outside **business hours** any safe shall be kept locked and its keys removed from the **premises**
- d) whenever **money** in transit exceeds £2,500 at any one time
 - i) it will be accompanied by not less than two responsible adult **employees**
 - ii) not more than £2,500 will be carried by any one **employee**

Money Section

Special extension - Personal Assault

What you are covered for:

1. We will pay as compensation to **you** or **your** legal personal representative the relevant amount stated below if in the course of the **business** an **employee** aged between 16 and 75 years sustains accidental **bodily injury** consequent upon robbery or hold up or any attempt thereat occurring within the **territorial limits** and such **bodily injury** directly and independently of any other cause results within twelve months in death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement**.

Results	Compensation
Death	£5,000
Loss of limb	£5,000
Loss of sight	£5,000
Permanent total disablement	£5,000
Temporary total disablement	£50 per week

2. **Personal effects**

We will pay for **damage** to **personal effects** of an **employee** aged between 16 and 75 years arising in connection with the **business** as a direct result of robbery or hold up or any attempt thereat for an amount not exceeding £250 in respect of any one **employee**.

What you are not covered for:

Death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement** caused by a **employee** being under the influence of or being affected by intoxicating liquor or drugs except drugs taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction.

Special Conditions

1. Compensation shall 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 **employee**.
2. Compensation shall not be payable for **temporary total disablement**
 - a) until the end of the period of disablement but we will on request make interim payments at intervals of not less than four weeks
 - b) for more than 104 weeks from the date of sustaining injury in respect of any one **bodily injury**.
3. The total amount payable as compensation for **temporary total disablement** shall be deducted from any subsequent compensation payment for death, **loss of limb**, **loss of sight**, **permanent total disablement** that follows from the same cause.
4. An **employee** shall as often as required submit to a medical examination on **our** behalf at **our** expense and in the case of death we shall be entitled to have a post mortem examination at **our** expense.

Business Interruption Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current schedule

What you are covered for

1. The amount of loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of any **damage** occurring at the **premises** to any **property insured** used by **you** at the **premises** for the purposes of the **business**.
2. **Prevention 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 £50,000.
3. **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 supplierwithin the **territorial limits** from which **you** obtain electricity, gas or water supplies or telecommunication services.
Our liability will not exceed £50,000.
4. **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.
5. **Compulsory Closure**
Interruption of or interference with the **business** in consequence of compulsory closure by a public body authorised to prevent or restrict access to the **premises** arising from
 - a) discovery of a **notifiable human infectious or contagious disease** at the **premises**
 - b) foreign or deleterious matter in food or drink sold, supplied or provided at the **premises**
 - c) the occurrence at the **premises** of murder, manslaughter, suicide or rape
 - d) defective sanitation or the presence of vermin or pestsFor the purpose of this cover the **maximum indemnity period** is restated as 3 months.
Our liability will not exceed £50,000.
6. **Unspecified Supplier's**
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.
7. **Exhibition sites**
Interruption of or interference with the **business** in consequence of **damage** at any trade fair or exhibition location not shown in the **schedule** at which **you** are to occupy a stand anywhere within the world.
Our liability will not exceed £50,000.
8. **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 in any one **period of insurance**.

Special Condition
At the end of each month **you** shall record the total amount outstanding in customers' accounts and shall maintain a separate record, in addition to the books of account, in a place other than the **premises**.
9. **Property Temporarily Removed**
Interruption of or interference with the **business** in consequence of **damage** to **property insured** whilst temporarily removed from the **premises** and in transit thereto and therefrom anywhere within the world.
Our liability will not exceed £50,000.

Business Interruption Section

Maximum amount payable

The most **we** will pay in respect of any one occurrence will not exceed

1. 133.3% of the sum insured for each item in respect of **estimated gross revenue** as shown in the **schedule**
2. 100% of each other item as shown under what you covered for 2 - 9.

Special Condition

The insurance under this section shall not apply if the **business** is to be wound up, permanently discontinued or carried on by a liquidator or receiver.

Basis of claims settlement

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 - 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**.

Increased Cost of Working only

Additional expenditure necessarily and reasonably incurred by **you** during the **indemnity period** within which increases in the cost of working that is incurred in consequence of the **damage** for the purpose of avoiding or diminishing a reduction in **turnover** or in **gross revenue** earned as applicable at the **premises** or for the purpose of resuming or maintaining the **business** less any savings in charges or expenses that may be made in consequence of the **damage**.

Additional clauses

1. Alternative trading

If during the **indemnity period** goods shall be sold or services shall be rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **turnover** during the **indemnity period**.

2. Professional accountants

We will pay 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 documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the section shall in no case exceed the maximum amount payable stated in the **schedule**.

What you are not covered for

1. Any interruption of or interference with the **business** not caused by **damage** other than as described in 'What you are covered for' 5 Compulsory Closure.

Employers' Liability Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current schedule

What you are covered for

1. **We will pay all amounts which you will become legally liable to pay as damages in respect of accidental **bodily injury** caused during the **period of insurance** to any **employee** if such **bodily injury** arises out of and in the course of their employment by **you** in the **business****

 - a) within the **territorial limits** or
 - b) 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**

2. **Compensation for court attendance**

We will pay you for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement.

Our liability will not exceed £250 per person per day.

3. **Corporate Manslaughter**

We will pay 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 any death 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 the maximum amount payable shown in the **schedule** 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 unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

4. **Cross liabilities**

Where there is more than one person named as the Insured in the **schedule** this section will apply separately to each named person as if each is insured by a separate policy, provided that **our** maximum liability in the aggregate for damages to all parties insured will not exceed the maximum amount payable as shown in the **schedule**.

5. **Health and Safety at Work etc. Act 1974**

We will pay 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 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) 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) costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
- d) proceedings arising out of any deliberate act or omission by **you**.
- e) more than £10,000 in any one period of insurance

Employers' Liability Section

What you are covered for

6. Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
- b) any officer, committee member or other person employed by **you** 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) the owner of plant hired by **you** but only to the extent of the conditions of hire
- f) 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 maximum amount payable shown in the **schedule**

Basis of claims settlement

The maximum amount payable in respect of

- a) accidental **bodily injury** to **employees**
 - b) all legal costs recoverable from **you** by any claimant
 - c) any other costs and expenses of litigation incurred with **our** written consent
 - d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
 - e) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of payment under this section of the policy
- arising out of and in the course of employment in the **business** will not exceed
- i) £5,000,000 for **bodily injury** which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**
 - ii) the amount stated in the **schedule** as regards any other **bodily injury**

in respect of any one claim against **you** or series of claims against **you** arising out of one cause.

What you are not covered for

1. liability for **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. liability arising from **bodily injury** or 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.

Special Conditions

1. 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** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.
2. **We** may at any time pay to **you** the amount of the maximum amount payable shown in the **schedule** less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.
3. 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.

Public and Products Liability Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current schedule

What you are covered for

1. **We will pay you** for all amounts which **you** will become legally liable to pay as damages in respect of
 - a) accidental **bodily injury** to any person
 - b) accidental **damage** to material property
 - c) accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property
 - d) wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy of any person arising out of the ownership of the **premises** or in the course of the **business** and occurring
 - i) during the **period of insurance**
 - ii) within the **territorial limits**
 - iii) 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
2. **Compensation for court attendance**

We will pay you for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section

Our liability will not exceed £250 per person per day.
3. **Contingent motor liability (non-owned vehicles)**

We will pay you for all amounts **you** become legally liable for the use of any motor **vehicle** in the course of the **business** anywhere within the **territorial limits**.

We will not be liable for

 - 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 license 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**.
4. **Corporate Manslaughter**

We will pay you in respect of

 - a) legal costs and expenses incurred with **our** prior written consent
 - 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 any death 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 the maximum amount payable shown in the **schedule** during any one **period of insurance**
 - ii) all amounts payable under this extension will form part of and not be in addition to the maximum amount payable shown 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 which 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 unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands

Public and Products Liability Section

What you are covered for

5. Cross liabilities

Where there is more than one person named as the Insured in the **schedule** this section will apply separately to each named person as if each is insured by a separate policy, provided that **our** maximum liability during any one **period of insurance** for damages to all parties insured will not exceed the maximum amount payable shown in the **schedule**.

6. 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 maximum amount payable shown in the **schedule**, whichever is the lower, during any one **period of insurance** inclusive of costs and expenses.

7. Defective Premises Act 1972

We will pay **you** any amount for which **you** become legally liable to pay during the **period of insurance** 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) if at the date of their disposal by **you** such buildings were not insured by this policy or any other policies in respect of which this policy has been issued in substitution
- b) for the cost of repairing or rectifying any defect or alleged defect in such buildings
- c) if **you** are entitled to payment under any other policy.

8. Health and Safety at Work etc. Act 1974

We will pay **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 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) 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) costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
- d) proceedings arising out of any deliberate act or omission by **you**

9. Indemnity to other persons

We will pay at **your** request

- 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 bona fide member of **your** organisation
- d) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
- e) 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
- f) the owner of plant hired by **you** but only to the extent of the conditions of hire
- g) 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 shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay in the aggregate for any one occurrence for damages to **you** and any such persons will not exceed the maximum amount payable shown in the **schedule**

Public and Products Liability Section

What you are covered for

10. Libel and Slander

We will pay **you** for any amount **you** become legally liable 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

- a) **our** liability will apply solely to **your** in house publications including websites and trade publications
- b) **our** liability will not exceed £25,000 in any one **period of insurance**.

11. Overseas Personal Liability

We will pay **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 are legally liable incurred in a personal capacity whilst temporarily outside the **territorial limits** in connection with the **business**.

This will not apply in respect of

- a) ownership or occupation of land and buildings
- b) any person referred to above who is entitled to payment under any other policy.

12. Premises leased, hired, rented or in custody or control

We will pay **you** any amount **you** become legally liable for following **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 and the first £250 of each claim.

Basis of claims settlement

The maximum amount payable under this section for any occurrence giving rise to any one claim or series of claims arising out of one cause will not exceed

- a) the amount shown in the **schedule** or £5,000,000 whichever is the lesser, for any occurrence which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**
- b) the amount stated in the **schedule** as regards any other occurrence but the amount shall be the maximum amount payable in any one period of insurance in respect of liability arising out of **products**.

We will also pay

- a) all legal costs recoverable from **you** by the claimant.
- b) any other costs and expenses of litigation incurred with **our** written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy.

Public and Products Liability Section

What you are not covered for

1. **bodily injury** to any **employee** arising out of and in the course of their employment in the **business**
2. a) **damage** to property
b) **bodily injury** sustained by any person arising from the ownership, possession or use by **you** or on **your** behalf of:
 - i) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
 - ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
 - iii) any mechanically propelled **vehicle** or plant or trailer attached in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation other than as insured under 'What you are covered for' 3 - Contingent motor liability (non-owned vehicles) of this section
3. **damage** to
 - a) property owned by or leased, hired or rented to **you** other than as insured under Cover 12 - Premises leased, hired, rented or in custody or control, 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 **premises**
 - iii) as insured under 'What you are covered for' 12 - Premises leased, hired, rented or in custody or control, of this section
4. legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract
5. liability arising from or caused by
 - a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
 - b) **damage** to property, buildings or land caused by vibration or by the removal or weakening of support
6. loss or destruction of or damage to **products** nor the cost of making good or recalling such **products** nor the cost of rectifying defective work
7. loss or destruction of or damage to property which **you** or any of **your employees** are or have been working on
8. fines, penalties or liquidated, punitive or exemplary damages
9. legal liability arising from or caused by
 - a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
 - b) the making up, sale or supply of any drug or medical preparation normally obtainable on prescription from a medical practitioner
 - c) the making up sale or supply of animal feeds, seeds, fertilisers, insecticides, or pesticides.
 - d) professional neglect, errors, omissions in treatment, medication, advice, certification or other services by **you**
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. an **excess** of £100 for accidental loss or destruction of or accidental damage to material property.

Special Condition

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

- a) the maximum amount payable shown in the **schedule** less any amount already paid
- b) any lesser amount for which such claim or claims can be settled

we will then cease to have the conduct and control of any negotiations, actions or proceedings and be under no further liability for the claim other than for costs and expenses incurred prior to the date of final payment.

Personal Accident Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current schedule

What you are covered for

We will pay as compensation the relevant amount stated in the **schedule** should **you** or an **insured person** sustain accidental **bodily injury** caused solely and directly by violent external and visible means during the **operative time** in any **period of insurance** and such **bodily injury** directly and independently of any other cause results within twelve months in death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement**.

What you are not covered for

1. death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement** caused by:
 - a) insanity, intentional self-injury, suicide or attempted suicide, participation in any criminal act or civil commotion by **you** or an **insured person** or by any such person being under the influence of or being affected by intoxicating liquor or drugs except drugs taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction
 - b) **you** or an **insured person** engaging in abseiling, activities necessitating the use of underwater breathing equipment, armed or unarmed combat sports, bungee jumping, climbing necessitating the use of ropes or guides, flying of any kind (other than as a passenger in a fully licensed passenger carrying aircraft), hunting, ice hockey, motor cycling other than by power assisted pedal cycle, parachuting, polo, pot holing or similar underground activities, professional sport, riding or driving in any kind of race, speed or duration test or practice therefor or winter sports
 - c) pregnancy or childbirth
 - d) any pre-existing physical or mental disability or infirmity, medical condition or chronic or recurring ailment
 - e) any communicable disease including acquired immune deficiency syndrome (AIDS) or an AIDS related condition
 - f) **you** or an **insured person** being on naval, military or airforce duty service or operations
 - g) exposure to exceptional danger (except in an attempt to save human life)

Special Conditions

1. 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 **you** or any one **insured person**
2. Compensation will not be payable for **temporary total disablement**
 - a) until the end of the period of disablement but **we** will on request make interim payments at intervals of not less than four weeks
 - b) for a seven day deferment period
 - c) for more than 104 weeks from the date of sustaining injury in respect of any one **bodily injury** excluding a seven day deferment period
3. 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
4. **You** or an **insured person** will, as often as required, submit to a medical examination on **our** behalf at **our** expense and in the case of death **we** shall be entitled to have a post mortem examination at **our** expense

Professional Indemnity Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current schedule

What you are covered for:

1. General

We shall indemnify:

- a) **you** or **your employees**, partners or directors
 - b) any other person, persons, partnership, firm or company acting for or on **your** behalf
- against all amounts which the above shall become legally liable to pay as damages and claimants' costs and expenses in respect of claims made and notified during the **period of insurance** for breach of professional duty by reason of negligence, error or omission happening in connection with the **business** and occurring within the **territorial limits**.

2. Claims costs and expenses

We agree to pay all costs and expenses incurred with **our** written consent in the investigation, defence or settlement of any claim which falls to be dealt with under this section.

3. Employee fraud or dishonesty

We will indemnify **you** against any loss which **you** first discover and sustain, or for which **you** are legally liable as a consequence of fraud or dishonesty of any past or present **employee**, or your predecessors in business during the **period of insurance**.

Provided that

- a) **you** shall give to **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) **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.
- c) no indemnity shall be afforded under this section to any person committing or condoning such fraud or dishonesty.
- d) in the event of a claim under this section **you** shall give all necessary information and assistance to **us**.
- e) any moneys which but for past or present **employees'** fraud or dishonesty would have been payable to them by **you** and any moneys of the past or present **employee** in **your** hands shall be deducted from the amount of **your** loss before a claim is made under this section.

4. Indemnity to other persons

We will indemnify at **your** request

- a) **your** director, partner or **employee**
 - b) any legal representative of any of the above in the event of their death
- against legal liability in respect of which **you** would have been entitled to indemnity under this policy if the claim had been made against **you**
- Provided that
- i) any person indemnified is not entitled to indemnity under any other insurance
 - ii) any person indemnified shall observe, fulfil and be subject to the terms and conditions of this policy as far as they can apply
 - iii) **we** will retain the sole conduct and control of any claim.

5. Libel and slander

We will indemnify **you** against any claims made during the **period of insurance** for libel or slander committed or alleged to have been committed by:

- a) **you** or
- b) any person at any time employed by **you** in the course of the transaction of the **business**.

6. Loss of documents

In the event of physical **damage** to **documents** suffered and notified to **us** during the **period of insurance**, **you** are indemnified for any claim or reasonable and necessary costs and expenses incurred in replacing, restoring or reconstituting any **documents** which are **your** property or are in **your** care, custody or control.

7. Unintentional breach of confidentiality

We will indemnify **you** in respect of any claim made against **you** during the **period of insurance** arising from unintentional breach of confidentiality committed in good faith by **you** or any of **your employees** in or about the conduct of the **business**.

Professional Indemnity Section

Maximum amount payable

Our liability in respect of

- a) damages
- b) all legal costs recoverable from **you** by any claimant
- c) any other costs and expenses of litigation incurred with **our** written consent
- d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- e) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy arising out of and in the course of employment in the **business**
- f) costs incurred in the investigation, defence or settlement of any claim under this section

for all occurrences giving rise to a claim or a number of claims in any one **period of insurance** will not exceed the amount stated in the **schedule**.

What you are not covered for

1. **bodily injury** sustained by any person arising out of and in the course of their employment with **you** under any contract of service or apprenticeship, or for any breach of any obligation owed by **you** as an employer to any **employee**
2. **bodily injury** sustained by any person arising from the ownership, possession or use by or on behalf of **you** of
 - a) any aircraft, aerial device, hovercraft, watercraft, caravan or animal
 - b) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
 - c) any mechanically propelled vehicle or plant or trailer attached thereto in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation
3. liability arising directly or indirectly from any wilful, dishonest, fraudulent, malicious or illegal act or omission by **you** or **your** director
4. liability which
 - a) attaches solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement
 - b) arises from the ownership of any building, structure or land
5. liability arising out of or relating directly or indirectly to:
 - a) **your** insolvency
 - b) **your** bankruptcy
 - c) a take-over of **you**
 - d) a merger involving **you**
6. fines, penalties or liquidated, punitive, exemplary or multiple damages
7. liability arising out of, caused by or relating to **products**
8. alleged infringement of Copyright, Patents, Registered Designs, Trade Marks or Passing-off
9. liability arising out of circumstances known to **you** or to any of **your employees** prior to the commencement of the **period of insurance**
10. claims made by any of **your** directors or partners or by any other person with a financial interest in the **business**
11. liability arising from or caused by
 - a) neglect, error or omission in any diagnosis or treatment given, performed or administered by **you** or an **employee**
 - b) wilful, dishonest or fraudulent acts committed by an **employee**, other than as insured under cover 3 - Employee fraud or dishonesty
12. liability arising in circumstances for which **you** or any **employee** is entitled to indemnity under any other insurance
13. damages for breach of professional duty unless the action is brought against **you** or any **employee** in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
14. liability arising from and or caused by any processes or work in connection with any platform or rig or any aircraft or vessel servicing a platform or rig
15. liability arising directly or indirectly out of exposure to or inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos
16. the cost of cleaning up or removal of, or damage to property arising out of any asbestos
17. the relevant **excess** as stated in the schedule
18. any claim notified after the insurance has ceased
19. libel or slander arising out of publication made in any journal, magazine or newspaper or by means of radio and/or television.

Professional Indemnity Section

Special Conditions

These Special Conditions are in addition to the General Conditions and must be complied with in order to have the full protection of this section of **your** policy.

1. **You** shall not admit liability for, or settle any claim, or incur any costs or expenses in connection therewith, without the **our** written consent and **we** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim.
2. **You** shall not be required to contest any legal proceedings unless a Counsel who is mutually agreed upon advises that such proceedings should be contested.
3. **You** shall be entitled at **your** own risk to contest any claim or legal proceedings which in **our** opinion should be compromised or settled provided that **we** shall not be liable for any damages, costs or expenses incurred directly or indirectly as a result of **your** refusal to compromise or settle such claim or legal proceedings.
4. **You** shall give **us** immediate notice in writing during the **period of insurance** of:-
 - a) any claim made against **you**; or
 - b) the receipt of notice from any person or entity of their intention to make a claim against **you** for the results of any negligent act, error or omission; or
 - c) any circumstances of which **you** shall become aware which might reasonably be expected to give rise to a claim being made against **you**, giving reasons for the anticipation of such claim with full particulars as to dates and persons involved.Such notice having been given as required by b) or c) above any subsequent claim made shall be deemed to have been made during the **period of insurance**.
5. In the event of a claim or circumstances that may lead to a claim **you** must not disclose details of this policy to any person without **our** written consent.
6. Where a retroactive date is specified in the **schedule**, this section will not respond in respect of any claim or claims otherwise falling for indemnity under this section, where the cause of such claim or claims occurred or was alleged to have occurred prior to the said retroactive date.
7. **We** agree not to exercise subrogation rights against **your** director or **employee** unless the claim is brought about, or contributed to, by the dishonest, fraudulent, criminal or malicious act or omission of **your** director or **employee**.



Glover & Howe Insurance Services

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

Tel: 01206 814500 Email: insurance@gloverhowe.co.uk Web: www.gloverhowe.co.uk

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