



# Your Commercial Combined Insurance Policy





**Policy Introduction**

**Contents**

This policy consists of individual sections. You should read this policy in conjunction with The Schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

**The Contract of Insurance.....2**

**Introduction.....3**

**Choice of Law.....3**

**Use of Language.....3**

**Property Damage.....4**

**Money and Assault.....16**

**Business All Risks.....18**

**Business Interruption.....21**

**Terrorism.....32**

**Employers’ Liability.....36**

**Public and Products Liability.....39**

**Commercial Legal Protection.....46**

**Commercial Crime.....54**

**Policy Conditions.....68**

**Policy Exceptions.....71**

**Policy Definitions.....73**

**Management Liability.....78**

**Complaints Procedure and Important Information.....94**

Inside the front cover you will find your:

**Policy Schedule**

**Important Information**

**Statement of Fact**



## The Contract of Insurance

The contract of insurance between you and us consists of the following elements, which must be read together:

- ü your policy wording;
- ü the information contained on your risk presentation and Statement of Fact document issued by us;
- ü the policy schedule;
- ü any notice issued by us at renewal;
- ü any endorsement to your policy; and
- ü the information under the heading "Important Information" which we give you when you take out or renew your policy.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

### Important

**This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.**

**A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.**

**You should keep a written record (including copies of letters) of any information You give Your insurance adviser when You renew this policy.**

### Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

### Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- ß loss of a particular kind, and/or
- ß loss at a particular location, and/or
- ß loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



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## Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva has the experience and longevity of a company who can trace its roots back to the establishment of the Hand in Hand Fire & Life Insurance Society in London in 1696.

This is your Commercial Combined Insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in The Schedule, the information you have provided and the declaration you have made. Please read the policy and The Schedule carefully to ensure that the cover meets your requirements, and the details on The Schedule are correct.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

JAMES HALLAM LTD (PLYMOUTH)(SCHEME)

SPARGO HOUSE

10 BUDSHEAD WALK

PLYMOUTH

DEVON, PL6 5FE

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## Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

- The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives, or
- In the case of a business, the law applying in that part of the UK, the Channel Islands or the Isle of Man where it has its principal place of business, or
- Should neither of the above be applicable, the law of England and Wales will apply.

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## Use of Language

All communications relating to this contract will be in English.





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## Cover

### All Risks

We will cover You for Damage to the Property Insured occurring during the Period of Insurance at The Premises.

The Sum Insured under each item other than items applying solely to professional fees, rent, and removal of debris, is separately subject to Average as stated in the Average Condition of this Section.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item, or
- (2) the Total Sum Insured, or
- (3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.

### Specified Contingencies

We will cover You for Damage to the Property Insured occurring during the Period of Insurance at The Premises by the following Contingencies where stated as applying in The Schedule.

The Sum Insured under each item other than items applying solely to professional fees, rent, and removal of debris, is separately subject to Average as stated in the Average Condition of this Section.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item, or
- (2) the Total Sum Insured, or
- (3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.

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## Contingencies

### Fire

- (1) Fire

We will not provide cover for Damage

- (a) to the Property Insured caused by explosion resulting from fire
  - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over-running
  - (c) caused by the Property Insured's own spontaneous fermentation or heating or the Property Insured undergoing any process involving the application of heat
  - (d) caused by riot and/or civil commotion
- (2) Lightning
  - (3) Explosion of boilers or of gas in a Building not being part of any gas works used for domestic purposes or used for lighting or heating the Building

We will not provide cover for Damage to the Property Insured caused by earthquake or underground fire.

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### Explosion

We will not provide cover for Damage

- (1) to the Property Insured caused by or consisting of the bursting of a boiler, economiser, vessel, machine or apparatus, where the internal pressure is due to steam only and belongs to You or is under Your control
- (2) to any vessel, machine or apparatus, or its contents, caused by its own bursting

However, We will provide cover for Damage not otherwise excluded if the vessel, machine or apparatus is the subject of a contract providing inspection or maintenance required by statutory regulation.

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### Aircraft

Aircraft and other aerial and/or spatial devices or articles dropped from them.

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### Riot, Civil Commotion and Malicious Damage

Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

We will not provide cover for Damage

- (1) to the Property Insured caused by or resulting from work stoppages, theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation
- (2) when The Premises are Unoccupied.

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### Earthquake

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#### Storm, Flood and Falling Trees

We will not provide cover for Damage to

- (1) the Property Insured resulting solely from a change in the water table level
- (2) frost, subsidence, ground heave or landslip or escape of water from any tank, apparatus or pipe
- (3) to fences, gates and moveable property in the open except where such Damage is caused by falling trees.

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### Escape of Water/Oil

Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.

We will not provide cover for Damage

- (1) to the Property Insured by water discharged or leaking from an automatic sprinkler installation
- (2) when The Premises are Unoccupied
- (3) to any tank, apparatus, pipe or fixed oil heating installation.

## Impact

Impact by any vehicle or animal or by goods falling from either.  
We will not provide cover for Damage to any goods being carried.

## Theft

Damage to the Property Insured in The Premises, or for buildings at The Premises where You are responsible for the repairs, caused by

- (1) theft or attempted theft involving entry into or exit from The Premises by forcible and violent means
- (2) theft involving violence or threat of violence to You, Your partners, directors or Employees.

We will not provide cover for

- (1) Damage
  - (a) in any part of The Premises not occupied by You in connection with The Business
  - (b) in yards, open sided buildings, compounds, or other open spaces unless specifically mentioned in The Schedule
  - (c) when The Premises are Unoccupied
  - (d) caused by acts of fraud or dishonesty
  - (e) caused by disappearance, unexplained or inventory shortage misfiling, misplacing of information or clerical error.
- (2) Damage to
  - (a) cigarettes, cigars, tobacco, wines, spirits and other alcoholic drinks exceeding £1,000 in total
  - (b) electronic, audio and visual equipment, computer hardware and software, explosives and hazardous substances, furs, curios and antiques, gold and silver articles, goods held in trust or on commission, jewellery and precious stones, Money and bullion, non-ferrous metals, securities and bonds, rare books and works of artunless specifically mentioned as insured in The Schedule
- (3) Damage where You or Your partners, directors or Employees or any member of Your household is involved as principal or accessory or caused by any person lawfully in The Premises.

## Subsidence

We will provide cover for Damage at The Premises caused by subsidence or ground heave of the site of the Property Insured, or landslip. Cover will be provided for

- (1) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- (2) walls, gates, hedges or fences

if such property is specifically insured by this Section and Damage also occurs to the Building to which such property applies and that Building is insured by this Section.

We will not provide cover for

- (1) Damage caused by
  - (a) collapse of any Building
  - (b) the normal settlement, shrinking and cracking of any Building
  - (c) coastal or river erosion
  - (d) defective design or inadequate construction of foundations
  - (e) any demolition, construction, erection, ground or excavation works, carried out at the site of The Premises or the site of any adjoining premises, unless We have agreed otherwise
  - (f) settlement or movement of made up ground
- (2) Damage as a result of movement of solid floor slabs. However, We will provide cover for Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of The Premises at the same time
- (3) the Excess as stated in The Schedule.

## Clauses

***These clauses apply and are stated in The Schedule***

### All Other Contents

We will provide cover for

- (1) Data Storage Materials, documents, manuscripts, business books, plans and designs, models, moulds, patterns, dies, tools, templates, drawings and jigs which require to be replaced and are capable of being replaced belonging to You, held by You in trust or for which You are responsible whilst
  - (a) at The Premises
  - (b) temporarily removed to premises not occupied by You
  - (c) in transit by road, rail or inland waterway in the Prescribed Territories and the Republic of Ireland.

The maximum We will pay for any one claim and in any one Period of Insurance is stated in The Schedule and is restricted to the value of the physical materials, costs of labour incurred in replacing them and the Data and costs necessarily and reasonably incurred in collating the Data from existing source material. We will not pay for the value to You of any information lost.



- (2) pedal cycles, tools and other personal items belonging to You or any of Your directors, partners, members, Employees, customers or visitors but only if they are not otherwise insured
- (3) rare books, antiques, paintings, or other works of art
- (4) wines, spirits, cigarettes and tobacco held at The Premises for Your own private and business entertainment purposes.

The maximum We will pay for any one item and in total for any one claim for (2), (3), and (4) are stated in The Schedule.

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## Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sums Insured.

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## Capital Additions

We will provide cover for Damage to

- (1) any newly built or acquired Buildings and/or Machinery and Plant
- (2) alterations, additions and improvements to an insured Building and/or Machinery and Plant but not in respect of any appreciation in value

in the Prescribed Territories.

The maximum We will pay in respect of any one premises is the lower of the percentage of the total Buildings and Machinery and Plant Sum Insured or the amount applying to this Clause, both stated in The Schedule.

You must

- (1) provide Us with details of newly built and/or newly acquired Building(s) and/or Machinery and Plant or alterations, additions or improvements as soon as possible but, in any event, within six months of the date You became responsible for the insurance of such newly built and/or newly acquired Building(s) and/or Machinery and Plant before the expiry of the Period of Insurance
- (2) specifically insure the property with Us, from the date Our liability commenced and pay any additional premium required.

In respect of any Unoccupied premises insured under the provisions of this Clause, We will only cover You in respect of Defined Contingencies (1) to (6) and (10).

We will not cover You unless

- (1) a certificate of completion has been issued, or
- (2) works to such property has been completed and handed over to You

prior to the date of the Damage.

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## Change in Temperature

We will provide cover, following Damage caused by change in temperature resulting from total or partial destruction or disablement of refrigerating, electrical or conditioning plant or apparatus, to each Building, Machinery and Plant and Stock and Materials in Trade item, stated in The Schedule, by any Contingency stated as applicable in The Schedule.

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## Changing Locks

Notwithstanding anything to the contrary contained within this policy We will pay additional costs of changing locks following theft or attempted theft of keys including but not limited to digital access cards, safe keys or safe combination access codes

- (1) from The Premises
- (2) from Your home or the home of any of Your partners, directors or authorised Employees
- (3) involving violence or threat of violence to You, or any of Your partners, directors or Employees.

The maximum We will pay in respect of any one Period of Insurance is stated in The Schedule.

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## Contract Sale Price

We will provide cover for Damage to Stock and Materials in Trade which have been sold but not yet delivered and, as a result, the contract of sale is cancelled under the conditions of sale. The amount We will pay will be calculated on the basis of the contract price for the Stock and Materials in Trade which have suffered Damage.

Any calculation for the purpose of Average will be on the basis of the contract price for all Stock and Materials in Trade which have been sold but not yet delivered, whether suffering Damage or not.

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## Customers Goods

We will provide cover under Stock and Materials in Trade Item(s), stated in The Schedule, for Your customers' goods and goods for which Your customers are legally responsible while temporarily in Your custody or control and for which You have accepted responsibility.

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## Damage to Grounds

We will pay reasonable costs and expenses incurred in reinstating or repairing landscaped gardens and grounds due to the actions of the emergency services, following Damage at The Premises or adjoining properties.

The maximum We will pay in respect of any one claim is as stated in The Schedule.

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## Debris Removal

The Sum Insured for each Item on Buildings, Machinery and Plant and Stock and Materials in Trade includes costs and expenses You incur with Our consent for the removal of debris, dismantling, demolishing, shoring or propping up of those parts of the Property Insured which have suffered Damage.

We will not provide cover for costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section
- (3) where a specific Item exists for removal of debris under this Section.

The maximum We will pay in respect of any one claim in respect of Stock and Materials in Trade is as stated in The Schedule.

## Description of Property

In determining the item under which property is insured We will accept the description given in Your business records.

## Drains

We will pay for, within the Sum Insured under each Buildings and/or Machinery and Plant item, costs and expenses You incur with Our consent for cleaning and/or clearing of drains, sewers or gutters for which You are responsible following Damage to the Property Insured.

## Energy Efficiency

Notwithstanding anything to the contrary contained within this policy, following Damage to any Building at The Premises We will provide cover for the additional costs and expenses You incur with Our prior written consent in repairing or replacing the damaged portion only of such Building using materials or components which are more energy efficient than those originally used in such damaged portion and for the sole purpose of improving the future energy efficiency of such damaged portion once repaired or replaced.

The maximum We will pay in respect of any one claim is the lesser of

- (a) the percentage of the amount We have paid or agreed to pay in respect of the claim for Damage, as stated in The Schedule, and
- (b) the maximum amount payable stated in The Schedule.

The maximum We will pay in total during the Period of Insurance is the maximum amount payable stated in The Schedule.

We will not provide cover

- (1) for any additional costs and expenses arising from work already planned by You prior to the Damage occurring and which was due to be carried out within 12 months of the date of Damage
- (2) for any additional costs and expenses in complying with any European Union Legislation, Act of Parliament or subordinate legislation thereunder, or byelaw of any public authority
- (3) for any additional costs and expenses arising from work required to comply with any notice served on You, or mandatory risk improvement requested of You, before the Damage occurred
- (4) for any additional costs and expenses arising from work in order to comply with an existing requirement that must be completed within a stipulated period
- (5) in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or byelaw
- (6) if You do not incur the cost of replacing or repairing the Building
- (7) where funds for such additional costs and expenses are available from any public authority or private business scheme
- (8) for any Unoccupied Building
- (9) where such additional costs and expenses are covered elsewhere in the policy
- (10) where the loss is more specifically insured elsewhere
- (11) for any additional costs and expenses otherwise excluded under the policy, unless otherwise specified or agreed by Us
- (12) for any claim where the total incurred cost in respect of Damage is less than £10,000.

## Exhibition Sites

We will provide cover for Damage to Your models, exhibition stands, furniture, Stock and Materials in Trade, Machinery and Plant and promotional goods, while

- (1) at any exhibition site, not exceeding the number of days stated in The Schedule
- (2) in the course of demonstration, construction, erection or dismantling at any such exhibition
- (3) in transit

in the European Economic Area.

The maximum We will pay in respect of any one claim is stated in The Schedule.

We will not pay You in respect of Damage caused by or happening through defective or inadequate packing, insulation or labelling, evaporation or ordinary leakage, delay, inadequate documentation or shortage in weight.

## Falling Trees

We will pay for the cost of

- (1) removing fallen trees belonging to You or for which You are responsible but only where there has been Damage to property
- (2) felling, lopping or pruning trees belonging to You or for which You are responsible at The Premises to prevent the immediate threat of Damage to property or for safeguarding life.

The maximum We will pay is stated in The Schedule.

This Clause will not apply under any Property Damage – Specified Contingencies Section unless the contingency storm and falling trees or storm, flood and falling trees is stated as applicable in The Schedule.

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## Fire and Security Equipment

We will pay for costs and expenses, following Damage, incurred in

- (1) refilling, recharging or replacing portable fire extinguishing appliances, local fire suppression system, fixed fire suppression system, sprinkler installation and sprinkler heads
- (2) re-setting fire and/or intruder alarms and/or closed circuit television equipment.

The maximum We will pay in respect of any one claim is stated in The Schedule.

We will not pay any costs and expenses recoverable from Your maintenance company or the fire and rescue service.

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## Glass

The following Clause is only applicable where All Risks is stated as insured in The Schedule.

We will provide cover, where Buildings are insured at The Premises, for the breakage

- (1) of glass including the cost of boarding up, and/or removing and reinstating obstructions to replacing glass and/or the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass
- (2) of fixed wash hand basins, pedestals, baths, sinks, lavatory bowls, bidets, cisterns, shower trays and splashbacks.

The maximum We will pay in respect of any one claim will be the Buildings Sum Insured stated in The Schedule.

We will not provide cover for breakage of glass

- (1) when The Premises are Unoccupied
  - (2) in transit or while being fitted
  - (3) by workmen carrying out alterations or repairs to The Premises.
- 

## Hire Agreement

If the Property Insured by this Section is the subject of hire agreements, We will include the interest of the owners in any cover provided by this Section.

You must provide the name of any other interested party in the event of a claim.

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## Homeworkers

We will provide cover for Damage to the Property Insured whilst at the permanent residence of any Director, Partner or Employee within The Prescribed Territories or the Republic of Ireland to enable them to carry out clerical activities in connection with The Business.

The maximum We will pay per Director, Partner or Employee in respect of any one claim and in any one Period of Insurance is stated in The Schedule and shall not exceed the Sum Insured for the Property Insured.

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## Incompatibility of Software Programs

We will provide cover where necessary, if Damage to Computer and Electronic Office Equipment results in existing software or programs being incompatible with the replacement Computer and Electronic Office Equipment as defined in the Basis of Claims Settlement – Reinstatement Clause for either

- (1) modifications to the replacement Computer and Electronic Office Equipment, or
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Computer and Electronic Office Equipment, and the cost of replacing incompatible Data Carrying Materials.

The maximum We will pay for any or all claims arising out of one cause is stated in The Schedule.

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## Insect Nest Removal

We will pay the cost of removing the nests of wasps, bees or hornets and other insects harmful to humans from The Premises.

The maximum We will pay in respect of any one claim is stated in The Schedule.

We will not pay the cost of removing such nests that were already in the Building prior to inception of this policy.

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## Lamps Signs and Nameplates

We will provide cover for Damage to lamps, signs and nameplates at The Premises.

The maximum We will pay in respect of any one item is stated in The Schedule.

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## Machinery Re-erection Costs

We will pay under the Machinery and Plant Sum Insured any cost of re-erecting machinery, following Damage, for each item of Machinery and Plant.

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## Metered Services

We will pay for charges which are Your responsibility if water, electricity or gas is accidentally discharged from a metered system providing service to The Premises.

The maximum We will pay in respect of any one claim is as stated in The Schedule.

We will not provide cover for any charges incurred while The Premises are Unoccupied.

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## Munitions of War

We will cover You in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war, at or within one mile of the boundary of The Premises, provided that the presence of munitions does not result from a current state of war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations, whether war be declared or not, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, mutiny or military uprising or martial law at the time of Damage.

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## Non-Invalidation

We will not invalidate this Section due to any act, omission or alteration, either unknown to You or beyond Your control, which increased the risk of Damage, other than where such act, omission or alteration is on the part of Your Employee.

However, You must

- (1) notify Us immediately when You become aware of any act, omission or alteration, and
- (2) pay any additional premium We require.

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## Professional Fees

We will pay for necessary and reasonable costs and expenses, incurred with Our consent, on each item for Buildings, Machinery and Plant, for an amount of professional fees, incurred in reinstating or repairing the Property Insured following Damage, unless a separate item for professional fees is stated in The Schedule.

We will not pay for fees incurred in preparing a claim.

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## Seasonal Increase

We will increase the Sum Insured for each item of Stock and Materials in Trade, for the period stated, by the lower of the percentage amount or limit stated in The Schedule.

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## Services

We will provide cover for Damage to service pipes and cables, including associated meters and instruments, which connect The Premises to the public mains, where Buildings are insured under this Section, or where You are liable as a tenant.

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## Subrogation

We will waive any rights, remedies or relief following a claim where We may be entitled by subrogation against any company whose relationship to You is either a parent or subsidiary, or which is a subsidiary of a parent company of which You are a subsidiary as defined in the relevant Companies Act or Companies (NI) Order current at the time of Damage.

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## Temporary Repair Costs

We will pay costs, following Damage, necessarily and reasonably incurred in making temporary repairs to the Property Insured.

The maximum We will pay in respect of any one claim is stated in The Schedule.

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## Temporary Removal

We will provide cover for Damage to the Property Insured while temporarily removed for cleaning, renovation or repair or similar purposes to another part of The Premises or in the Prescribed Territories and the Republic of Ireland including whilst in transit by road, rail or inland waterway.

The maximum We will pay is the lower of the percentage or limit stated against this Clause in The Schedule of the item Sum Insured.

We will not provide cover for

- (1) documents, manuscripts, business books, Data Storage Materials, plans and designs, Stock and Materials in Trade
- (2) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use
- (3) Property removed for more than the number of consecutive days stated in The Schedule.

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## Theft Damage to Buildings

This Clause will not apply under any Property Damage – Specified Contingencies Section unless Contingency Riot, Civil Commotion and Malicious Damage applies in The Schedule.

We will provide cover, where Buildings are insured under this Section, for Damage to such Buildings including landlords' fixtures and fittings at The Premises caused by theft or attempted theft not involving entry into or exit from The Premises by forcible and violent means.

The maximum amount We will pay for any one claim and in any one Period of Insurance is stated in The Schedule.

We will not provide cover for Damage caused to any property other than buildings and landlords' fixtures and fittings, caused by any person lawfully on The Premises, while The Premises are Unoccupied.

The Excess in respect of Theft Damage to Buildings is stated in The Schedule.

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## Theft of Computers and Audio Visual Equipment

We will provide cover for computer hardware and software, audio and visual equipment at The Premises within any item on Machinery, Plant and All Other Contents.

In respect of Theft, the maximum We will pay for any one claim will be the Sum Insured under the Machinery and Plant item or the amount stated in The Schedule against this Clause, whichever is lower.

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## Trace and Access

We will pay necessary and reasonable costs and expenses including resultant repairs, incurred with Our consent, in locating the actual source of Damage caused by the escape of

- (1) water from any tank, apparatus or pipe, or
  - (2) leakage of fuel from any fixed oil heating installation
- provided such Damage is insured by this Section.

The maximum We will pay in respect of any one claim is stated in The Schedule.

## Trade Samples

We will provide cover for Damage to trade samples whilst anywhere in the European Economic Area including whilst in transit.

The maximum We will pay in respect of any one item and any one claim is stated in The Schedule.

## Transfer of Interest

We will provide cover to the purchaser, if at the time of Damage to a Building insured under this Section You have entered into a contract to sell Your interest in it but

- (1) the contract has not yet been completed, and
- (2) the Building has not yet been insured by or on behalf of the purchaser.

Cover granted by this Clause shall only operate where the purchase is subsequently completed.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

## Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the cover.

## Basis of Claim Settlement

### Basis of Claim Settlement - Reinstatement

Where Damage occurs to Property Insured, other than to stock and materials in trade, professional fees, debris removal, rent, pedal cycles and personal effects, motor vehicles or Computer and Electronic Office Equipment and The Schedule states Reinstatement applies and

- (1) the Property Insured is
  - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new
  - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, We will not pay more than We would have done if the property has been completely destroyed
- (2) Computer and Electronic Office Equipment, insured by this Section is
  - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity
  - (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer and Electronic Office Equipment, to its condition when new. However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.

The work of reinstatement may be carried out on another site and in a manner suitable to Your needs and must begin and be carried out as quickly as possible, providing this will not increase the maximum We will pay.

We will not carry out reinstatement at another site, or in a manner suitable to Your needs when The Premises are Unoccupied.

- (3) We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or Bye laws of any public authority.

We will also pay additional costs, where We require You to comply with current Loss Prevention Council (LPC) Rules for Automatic Sprinkler Installations, to reinstate water supply equipment which conformed to previous LPC Rules or conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

However, the maximum amount payable will not exceed in total

- (a) in respect of Property Insured which has suffered Damage, the Sum Insured
- (b) in respect of undamaged portions of Property Insured, other than foundations, 15% of the amount We would have been liable to pay if the Property Insured at The Premises where Damage occurred had been completely destroyed or the amount shown in The Schedule if different.

Excluding any amount in respect of

- (1) the costs incurred
  - (a) for Damage not insured by this Section
  - (b) where notice was served on You before the Damage occurred
  - (c) where an existing requirement must be completed within a stipulated period.
- (2) any charge or assessment arising from capital appreciation following compliance with any European Union Legislation, Act of Parliament or Bye law.
- (4) The following Condition of Average will apply

You will be liable to bear a proportionate share of the loss if the Sum Insured, at the time of Damage, is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment, at the time of rebuilding or replacement.

We will not provide cover if You do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment or someone acting on Your behalf, have insured the property under

another policy which does not have a similar basis of reinstatement or You do not comply with any of the terms of this Clause. However, the Basis of Claim Settlement - Indemnity will apply.

For the purposes of this Basis of Claim Settlement Computer and Electronic Office Equipment means

- (1) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and or similar devices, whether physically or remotely connected thereto
- (2) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand
- (3) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Office Equipment does not include Portable equipment away from The Premises, Computer and Electronic Office Equipment held as stock or customers' Computer and Electronic Office Equipment held in trust, Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

Where Damage occurs to stock and materials in trade, professional fees, debris removal, rent, pedal cycles and personal effects, motor vehicles, the Basis of Claim Settlement - Indemnity will apply unless more specifically stated in The Schedule.

### **Basis of Claim Settlement - Indemnity**

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, it's condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured,

unless the Basis of Claim Settlement - Reinstatement Clause or any other alternate Basis of Claim Settlement is stated to apply.

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### **Basis of Claim Settlement - Day One Basis**

Where Item(s) of Property Insured are stated against this Clause the first and annual premiums are based upon the Declared Value as stated in The Schedule.

You must tell Us the Declared Value at the start of each Period of Insurance. We will use the last Declared Value notified to Us, for the following Period of Insurance, if You fail to notify Us of the Declared Value.

Paragraph (4) of the Basis of Claim Settlement - Reinstatement is restated as

- (4) If, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, as set out in (1) of this Clause, at the start of the Period of Insurance, the maximum We will pay will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured.

We will not provide cover until You have incurred the cost of replacing or repairing the property, if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement or if You do not comply with any of the provisions of this Clause.

However the Sums Insured will be limited to 108% of the Declared Values stated in The Schedule.

The maximum We will pay in respect of each separate location subject to this Clause is as stated in The Schedule.

For the purposes of this Clause, Declared Value means

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Claim Settlement - Reinstatement Clause at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- (1) the additional cost of reinstatement to comply with European Union Legislation, Act of Parliament and Bye laws of any public authority
- (2) professional fees and debris removal costs.

The Declared Value incorporated in each Item is stated in The Schedule.

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### **Basis of Claim Settlement - Rent**

We will provide cover, if rent is insured under this Section, for loss of rent resulting from the Building or any part of the Building generating the rent received, or for which rent is payable being made unfit for the purpose of The Business as a result of Damage insured by this Section.

The maximum amount that We will pay You in respect of loss of rent will be the proportion of the Rent Sum Insured that would have been payable during the period from the date of the Damage until the Building is repaired or reinstated.

## Conditions

**The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.**

### Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the Property Insured, You will be responsible for the difference and bear a proportionate share of the loss.

### Construction Heating and Occupation of the Buildings

Unless stated in The Schedule or agreed by Us the Building is

- (1) constructed of metal, glass, brick, stone or concrete and roofed with slate, tile, concrete, metal or asbestos with no more than 10% of other materials
- (2) heated by low pressure hot water or steam, oil fired space heaters fed from a fuel tank in the open or overhead gas or electrical appliances
- (3) heated by gas or electric fires in offices only
- (4) occupied for the sole purpose of The Business or as a private dwelling.

### Interested Parties - Specified

In the event of Damage as insured by this Section interested parties, as stated in The Schedule, must declare the nature and extent of their interest.

### Our Rights

We may, if Damage occurs which leads to a claim

- (1) enter or take possession of the Building or The Premises
- (2) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not pay for any Damage if You, or anyone acting on Your behalf, do not comply with Our requirements or hinder or obstruct Us. You are not entitled to abandon property to Us.

## Exceptions

**The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.**

### All Risks and Theft and Subsidence

We will not provide cover for

- (1) Damage to the Property Insured caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty or defective design or materials used in its construction
  - (e) faulty or defective workmanship or operating error or omission by You or any of Your Employees
  - (f) caused by or consisting of the bursting of a boiler, economiser, vessel, machine or apparatus, not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control

However, We will provide cover for any subsequent Damage which results from a cause not otherwise excluded

- (2) Damage to the Property Insured caused by or consisting of
  - (a) corrosion, rust, rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus
  - (b) change in temperature, colour, flavour, texture or finish
  - (c) nipple or joint leakage or failure of welds
  - (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
  - (e) the Property Insured's own mechanical or electrical breakdown or derangement

However, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause and any subsequent Damage which results from a cause not otherwise excluded

- (3) Damage to the Property Insured caused by pollution or contamination  
However, We will provide cover for Damage to the Property Insured not otherwise excluded caused by
  - (a) pollution or contamination which results from Defined Contingencies (1) to (12)
  - (b) Defined Contingencies (1) to (12) which results from pollution or contamination
- (4) Damage to the Property Insured caused by
  - (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe, or specifically mentioned as insured in The Schedule
  - (b) normal settlement of new structures
  - (c) acts of fraud or dishonesty

- (d) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error
- (e) theft or attempted theft
- (5) Damage to any Building or structure caused by its own cracking or collapse  
However, We will provide cover for Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded
- (6) Damage to gates, fences or moveable property in the open by wind, rain, hail, sleet or snow, flood or dust  
However, We will provide cover for Damage to such property caused by falling trees and is not otherwise excluded
- (7) Damage
  - (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
  - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running
  - (c) resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repairHowever, We will provide cover for Damage if it is caused by fire or explosion and is not otherwise excluded
- (8) Damage to the Property Insured caused by
  - (a) escape of water from any tank, apparatus or pipe
  - (b) malicious persons (other than by fire or explosion)when The Premises are Unoccupied
- (9) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or it's fixtures and fittings, unless specifically mentioned as being insured in The Schedule

However, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12)

- (10) Damage to
  - (a) vehicles licensed for road use including accessories on or attached to them, caravans or trailers
  - (b) railway locomotives or rolling stock
  - (c) watercraft or aircraft
  - (d) property in the course of construction including materials for use in the construction
  - (e) land, piers, jetties, bridges, culverts or excavations
  - (f) livestock, growing crops or trees

However, We will provide cover for property which is specifically stated as being insured in The Schedule and the Damage is not otherwise excluded

- (11) Damage insured by any marine policy or which would be insured under any marine policy if this policy did not exist  
However, We will provide cover for Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed
- (12) Damage more specifically insured by You or on Your behalf
- (13) any consequential loss or damage  
However, We will provide cover for rent when this item(s) is specifically mentioned as insured in The Schedule
- (14) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) aboveTerrorism means
  - (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto
  - (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
    - β the use or threat of force and/or violence, and/or



- β harm or Damage to life or to property or the threat of such harm or Damage including but not limited to harm or Damage by nuclear and/or chemical and/or biological and/or radiological means  
caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You

- (15) (a) Loss of Data  
(b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with  
(i) Virus or Similar Mechanism  
(ii) Denial of Service Attack  
(iii) unauthorised access to or use of Computer and Electronic Equipment

However, We will provide cover for subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by this Section

- (16) the Excess stated in The Schedule

## Specified Contingencies

We will not provide cover for

- (1) consequential loss or damage  
However, We will provide cover for rent when this cover is specified in The Schedule and the Damage is not otherwise excluded  
(2) Damage more specifically insured by You or on Your behalf  
(3) Damage insured by any marine policy or Damage which would be insured under any marine policy if this policy did not exist

However, We will provide cover for Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed

- (4) Damage caused by pollution or contamination  
However, We will provide cover for Damage to the Property Insured, not otherwise excluded, caused by pollution or contamination which results from any Contingency insured under this Section or any Contingency insured under this Section which results from pollution or contamination  
(5) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss  
(a) Terrorism  
(b) civil commotion in Northern Ireland  
(c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above  
Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto  
(ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to  
β the use or threat of force and/or violence, and/or  
β harm or Damage to life or to property or the threat of such harm or Damage including but not limited to harm or Damage by nuclear and/or chemical and/or biological and/or radiological means  
caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You

- (6) (a) Loss of Data  
(b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with  
(i) Virus or Similar Mechanism  
(ii) Denial of Service Attack  
(iii) unauthorised access to or use of Computer and Electronic Equipment

However, We will provide cover for subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by this Section

- (7) motor vehicles, or their contents, which are more specifically insured  
However, We will provide cover for any sum beyond the amount payable under a more specific policy

(8) the Excess stated in The Schedule

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## Definitions

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

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### Computers

All parts of the electronic data processing installation at The Premises including all ancillary equipment and wiring but excluding computer equipment controlling any manufacturing process.

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### Damage

Physical loss, destruction or damage.

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### Property Insured

Property Insured as detailed in The Schedule.

## Cover

### Money

We will cover You for

- (1) loss of Money, up to the Limit Any One Loss stated in The Schedule, which belongs to You or You are responsible for in connection with The Business while
  - (a) in transit
  - (b) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later
  - (c) on The Premises, on contract sites while You or Your Employees are working there or at Your home or that of Your directors, partners or Employees
  - (d) in a bank night safe until removed by the bank
- (2) the cost of replacement or repair following loss of or damage to any safe or strongroom specified in The Schedule, case, bag or waistcoat used for carrying Money following theft or attempted theft occurring during the Period of Insurance.

### Assault

We will pay You, or Your personal representatives, compensation for bodily injury to an Insured Person caused by theft or attempted theft, involving violence or the threat of violence, which occurs in the course of The Business during the Period of Insurance and solely, directly and independently of any other cause which results in any of the following Contingencies

- (1) death
- (2) Loss of Hearing and/or Loss of Sight and/or Loss of Speech
- (3) Loss of Limb
- (4) Temporary Total Disablement (weekly compensation)
- (5) Temporary Partial Disablement (weekly compensation) within 24 months of bodily injury
- (6) Permanent Total Disablement after 24 months of bodily injury.

We will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

## Clauses

**These Clauses apply and are stated in The Schedule.**

### Money

#### Clothing and Personal Belongings

We will provide cover for loss of, or damage to, clothing and personal belongings owned by You or any director, partner or Employee of Yours following theft or attempted theft involving violence or threat of violence which arises in connection with The Business.

The maximum We will pay for any one person is stated in The Schedule.

#### Fundraising Events

We will increase the Limit Any One Loss for

- (1) Money not in a locked safe, at Your principals or authorised Employees home
- (2) Money in locked safes outside of Business Hours
- (3) Money on The Premises during Business Hours or in a bank night safe
- (4) Any other loss of Money

two days before and 7 days after a fund raising event, by the percentage stated in The Schedule.

#### Vending Machines at The Premises

We will provide cover for Money in vending or gaming machines on The Premises.

The maximum We will pay for any one claim is stated in The Schedule.

### Assault

#### Amounts Payable

We will pay

- (1) the compensation stated in The Schedule
- (2) weekly compensation at four weekly intervals
- (3) compensation under Contingencies (4) and (5) for a maximum of two years from the date that the disablement started.

Weekly compensation being paid for the same injury will end if We pay compensation under Contingencies (1), (2), (3) or (6).

Insurance will end for the Insured Person if We pay compensation under any of Contingencies (1), (2), (3) or (6).

#### Medical and Dental Expenses

In respect of Assault, where compensation is payable for Contingencies (4) or (5), We will also pay for compensation for medical and/or dental expenses which have been incurred in respect of the Insured Person, up to the lower of the percentage or amount stated in The Schedule.

## Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

### Money

We will not provide cover for

- (1) loss or shortages due to clerical or accounting errors or omissions, accountancy depreciation, currency fluctuation or consequential loss of any kind
- (2) loss due to the fraud or dishonesty of any director, partner or Employee of Yours which is not discovered within seven working days of the loss or more specifically insured elsewhere
- (3) loss from any Unattended Vehicle
- (4) loss or damage arising outside the Prescribed Territories and the Republic of Ireland
- (5) loss resulting directly or indirectly from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer
- (6) loss resulting from use of any form of payment which proves to be counterfeit, false, invalid, uncollectible or irrecoverable for any reason
- (7) loss of Money resulting directly or indirectly from, or in connection with Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment
- (8) the Excess stated in The Schedule for each and every loss

### Assault

- (9) any Contingency directly or indirectly caused by the Insured Person suffering from any disability due to a gradually operating cause or any naturally occurring conditions or degenerative process.

## Definitions

### Business Hours

Your normal working hours and any other period during which You or any Employee, entrusted with Money is on The Premises in connection with The Business.

### Insured Person

You or Your directors, partners or Employees aged between 16 and 75.

### Loss of Hearing

Total and permanent loss of hearing in one or both ears.

### Loss of Limb

In respect of

- (1) an arm, physical severance of all four fingers or total and permanent loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand).
- (2) a leg, physical severance or total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).

### Loss of Sight

Includes total and permanent loss of sight which will be deemed to have occurred

- (1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist
- (2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

### Loss of Speech

Total and permanent loss of speech.

### Permanent Total Disablement

Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which wholly prevents the Insured Person from engaging in or giving attention to their usual occupation and lasts without interruption for more than 12 months from the date of the accident and in all probability will continue for the remainder of the Insured Person's life.

### Prescribed Territories

England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

### Temporary Partial Disablement

Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.

### Temporary Total Disablement

Disablement which entirely prevents the Insured Person from engaging in their usual occupation.

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## Cover

We will cover You for Damage, occurring during the Period of Insurance, to Property Insured as detailed in The Schedule.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item, or
  - (2) the Total Sum Insured, or
  - (3) any other maximum amount payable or Limit of Liability specified in The Schedule.
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## Clauses

***These Clauses apply and are stated in The Schedule.***

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### Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sums Insured.

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## Basis of Claim Settlement

### Basis of Settlement - Reinstatement

Where Damage occurs to Property Insured, other than to Computer and Electronic Office Equipment and The Schedule states Reinstatement applies and

- (1) the Property Insured is
  - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new
  - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, We will not pay more than We would have done if the property has been completely destroyed
- (2) Computer and Electronic Office Equipment, insured by this Section is
  - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity
  - (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer and Electronic Office Equipment, to its condition when new. However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.

The work of reinstatement may be carried out on another site and in a manner suitable to Your needs and must begin and be carried out as quickly as possible, providing this will not increase the maximum We will pay.

- (3) The following Condition of Average will apply  
You will be liable to bear a proportionate share of the loss if the Sum Insured, at the time of Damage, is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment, at the time of rebuilding or replacement.

We will not provide cover if You do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement or You do not comply with any of the terms of this Clause. However, the Basis of Claim Settlement - Indemnity will apply.

For the purposes of this Basis of Settlement Computer and Electronic Office Equipment means

- (1) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and or similar devices, whether physically or remotely connected thereto
- (2) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand
- (3) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Office Equipment does not include Portable equipment away from The Premises, Computer and Electronic Office Equipment held as stock or customers' Computer and Electronic Office Equipment held in trust, Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

Where Damage occurs to stock and materials in trade, professional fees, debris removal, rent, pedal cycles and personal effects, motor vehicles, the Basis of Claim Settlement - Indemnity will apply unless more specifically stated in The Schedule.

### Basis of Claim Settlement - Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, it's condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured, unless the Basis of Claim Settlement - Reinstatement Clause or any other alternate basis of settlement is stated to apply.

## Conditions

***The following condition applies to this Section in addition to the Policy Conditions at the back of this policy.***

### Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the Property Insured, You will be responsible for the difference and bear a proportionate share of the loss.

## Exceptions

***The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.***

We will not provide cover for

- (1) Damage to the Property Insured caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty or defective design or materials used in its construction
  - (e) operating error or omission by You or any of Your EmployeesHowever, We will provide cover for any subsequent Damage which results from a cause not otherwise excluded.
- (2) Damage to the Property Insured caused by or consisting of
  - (a) corrosion, rust, rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus
  - (b) change in temperature, colour, flavour, texture or finish
  - (c) nipple or joint leakage or failure of welds
  - (d) the Property Insured's own mechanical or electrical breakdown or derangementHowever, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12), (14) and (16) or any other accidental cause and any subsequent Damage which results from a cause not otherwise excluded.
- (3) Damage to the Property Insured caused by pollution or contamination  
However, We will provide cover for Damage to the Property Insured not otherwise excluded caused by
  - (a) pollution or contamination which results from Defined Contingencies (1) to (12), (14) and (16)
  - (b) Defined Contingencies (1) to (12), (14) and (16) which results from pollution or contamination.
- (4) Damage to the Property Insured caused by
  - (a) acts of fraud or dishonesty
  - (b) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error
  - (c) theft or attempted theft from any Unattended Vehicle unless there is evidence of forcible and violent entry into the vehicle.
- (5) Damage to any building or structure caused by its own cracking or collapse  
However, We will provide cover for Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (6) Damage
  - (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
  - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running
  - (c) resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repairHowever, We will provide cover for Damage if it is caused by fire or explosion and is not otherwise excluded.

- 
- (7) Damage to the Property Insured caused by escape of water from any tank, apparatus or pipe, malicious persons (other than by fire or explosion) or theft or attempted theft when The Premises are Unoccupied
  - (8) Damage more specifically insured by You or on Your behalf
  - (9) any consequential loss or damage
  - (10) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
    - (a) Terrorism
    - (b) civil commotion in Northern Ireland
    - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
  - β the use or threat of force and/or violence, and/or
  - β harm or Damage to life or to property or the threat of such harm or Damage including but not limited to harm or Damage by nuclear and/or chemical and/or biological and/or radiological meanscaused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You

- (11) (a) Loss of Data
- (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
  - (i) Virus or Similar Mechanism
  - (ii) Denial of Service Attack
  - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will provide cover for subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11), (13), (15) and (16) which is not otherwise excluded and only where such subsequent Damage is insured by this Section

- (12) the Excess stated in The Schedule.
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## Definitions

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

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### Damage

Physical loss, destruction or damage.

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### Property Insured

Property insured as detailed in The Schedule.





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## Cover

### Specified Contingencies

We will cover You for any interruption or interference with The Business resulting from Damage to property used by You at The Premises for the purpose of The Business, occurring during the Period of Insurance caused by the Contingencies stated in The Schedule, provided that the Damage is not excluded by the Property Damage Section of this policy.

The Schedule will state any Clauses and Additional Covers which apply.

The maximum We will pay for any one claim is

- (1) for any Item, the Sum Insured stated in The Schedule
- (2) in aggregate, the Total Sum Insured unless stated otherwise in the Basis of Settlement.

### All Risks

We will cover You for any interruption or interference with The Business resulting from Damage to property used by You at The Premises for the purpose of The Business occurring during the Period of Insurance caused by the Contingencies stated in The Schedule.

The Schedule will state any Clauses and Additional Covers which apply.

The maximum We will pay for any one claim is

- (1) for any Item, the Sum Insured stated in The Schedule
- (2) in aggregate, the Total Sum Insured unless stated otherwise in the Basis of Settlement.

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## Contingencies

### Fire

- (1) Fire
- (2) Lightning
- (3) Explosion of boilers or gas in a building not being part of any gas works used for domestic purposes or used for lighting or heating the building.

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### Explosion

#### Aircraft

Aircraft and other aerial and/or spatial devices or articles dropped from them.

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#### Riot, Civil Commotion and Malicious Damage

Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

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#### Earthquake

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#### Storm, Flood and Falling Trees

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#### Escape of Water/Oil

Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.

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#### Impact

Impact by any vehicle or animal or by goods falling from either.

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#### Theft

Theft or attempted theft, or theft involving violence or threat of violence to You, Your partners, directors or Employees.

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### All Risks

- (1) Any Damage not excluded by the terms of the Property Damage - All Risks Section of this policy and
  - (2) Damage not otherwise excluded by the terms of the Property Damage - All Risks Section of this policy caused by Defined Contingencies (1) to (12) to
    - (a) boilers on The Premises
    - (b) glass, china, earthenware, marble or other fragile objects
    - (c) vehicles licensed for road use including accessories on or attached to them
    - (d) caravans or trailers
    - (e) railway locomotives or rolling stock
    - (f) watercraft or aircraft
    - (g) property in the course of construction including materials for use in the construction
    - (h) land, roads or pavements, piers, jetties, bridges, culverts or excavations
    - (i) livestock
    - (j) growing crops or trees.
-

## Subsidence

Subsidence or ground heave of the site of The Premises or landslip.

## Clauses

*These clauses apply and are stated in The Schedule*

### Essential Personnel

We will only pay the additional costs and/or expenses You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover, Revenue, Fees, or Rentals as insured by this Section during the Indemnity Period which but for such additional costs and/or expenses would have taken place caused by

- 1) death of any of Your Principals,  
or
- 2) total and permanent disablement of any of Your Principals, which prevents them from attending to their normal occupation due to injury caused by accidental and violent means.

The maximum We will pay in respect of any one loss is as stated in The Schedule.

The following definition applies to this Clause

### Principals

Any person who is an owner, partner, company director or trustee of The Business.

### Full Failure of Telecommunications

We will provide cover following the accidental failure of Your supply of telecommunications and internet services at the incoming line terminals or receivers at The Premises in the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance.

The maximum We will pay in respect of any one loss and in the Period of Insurance is as stated in The Schedule, unless otherwise specified.

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of telecommunications and internet services or caused by the exercise of any supplier of telecommunications and internet services power to withdraw or restrict supply or services
- (2) caused by any industrial action
- (3) caused by drought, atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- (4) caused by the failure of any satellite
- (5) lasting less than the consecutive hours stated in The Schedule
- (6) lasting more than 7 consecutive days unless the failure results from Damage at any land based premises of Your supplier(s) of telecommunications and internet services in the Prescribed Territories.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover and the amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

### Lottery Winners

We will provide cover for the additional costs and/or expenses You incur, including but not limited to, recruitment and additional overtime costs and the cost of employing temporary staff for amounts in excess of permanent full time rates of payment, where an Employee or group of Employees resign from their post(s) within The Business as a direct consequence of them securing a win in a Lottery.

The maximum We will pay in respect of any one loss will be as stated in The Schedule.

We will not provide cover unless the Employee or group of Employees resign within the number of days from the date of the successful Lottery win, and the amount won is in excess of the amount stated in The Schedule.

For the purposes of this Clause, the following definitions apply:

### Indemnity Period

The period during which The Business results are affected due to an Employee or group of Employees resigning from their post(s) within The Business as a direct consequence of their securing a win in a Lottery, starting from the date of the first resignation and ending no later than the Maximum Indemnity Period.

### Lottery

UK National Lottery Prize Draws including Scratchcards, UK National Football Pools, Euro Millions Lottery, Irish National Lottery and UK Premium Bond Prize Draws.

### Maximum Indemnity Period

As stated in The Schedule.

### Prevention of Access

We will provide cover for loss resulting from interruption or interference with The Business as a result of Damage to Property

- (1) within the distance in miles of the boundary of The Premises as stated in The Schedule; and
- (2) which physically prevents or restricts access to, or use of, The Premises.

The maximum We will pay in respect of any one Period of Insurance is the Sum Insured stated in The Schedule.

We will not provide cover for

- (1) any action taken in controlling, preventing, or suppressing the spread of any disease

- (2) any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than the number of consecutive hours stated in The Schedule.

## Definitions

For the purposes of this Clause, the following definitions apply:

### Indemnity Period

The period during which the results of The Business are affected due to the accident, occurrence, or discovery starting from the date The Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

### Maximum Indemnity Period

As stated in The Schedule.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover. The amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

## Public Relations Expenses

We will pay, following Damage, additional public relations costs and expenses necessary and reasonably incurred with Our consent to maintain the reputation of The Business.

The maximum We will pay in respect of any one loss and in the Period of Insurance is the amount stated on The Schedule.

## Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide

We will provide cover, during the Period of Insurance, for interruption or interference with The Business as a result of restricted use of, or closure of, The Premises on the order or advice of the competent authority which directly results in

- (1) the reduction in the Turnover of The Business; or
- (2) where insured by this Section, a reduction in Revenue, Fees or Rentals

following

- (1) a Specified Disease occurring at The Premises stated in The Schedule
- (2) any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from The Premises
- (3) the discovery of an organism at The Premises which is likely to result in any person contracting an illness caused by food or drink poisoning, or a Specified Disease
- (4) the discovery of vermin or pests, or any accident causing defects in the drains or other sanitary arrangements, at The Premises
- (5) any occurrence of murder or suicide at The Premises.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this Clause.

The maximum We will pay in respect of any one Period of Insurance is stated in The Schedule.

We will not provide cover

- (1) if in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease, You have failed to ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice
- (2) for any costs incurred in cleaning, repair, replacement, recall or checking of property
- (3) for any reduction in the Turnover or, where insured by this Section, Revenue, Fees or Rentals resulting from
  - (a) any occurrence of a Specified Disease not at The Premises
  - (b) food poisoning, vermin, pest, defective sanitation, murder or suicide, not occurring at The Premises.
- (4) for any interruption or interference lasting less than the consecutive hours stated in The Schedule.

## Definitions

For the purposes of this Clause, the following definitions apply:

### Indemnity Period

The period during which the results of The Business are affected due to the accident, occurrence or discovery starting from the date The Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

### Maximum Indemnity Period

As stated in The Schedule.

### Specified Disease

Any of the following diseases contracted by any person: Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia

neonatorum, Paratyphoid fever, Puerperal fever, Rabies, Relapsing fevers, Rubella, Scarlet fever, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis or Whooping cough.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover. The amount payable, as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

## Unspecified Customers

We will provide cover for loss resulting from interruption of or interference with The Business as a result of Damage at any of Your customers premises within the Prescribed Territories.

The maximum We will pay in respect of any one Period of Insurance is the sum insured stated in The Schedule, unless otherwise specified.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover and the amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

## Unspecified Suppliers

We will provide cover for loss resulting from interruption of or interference with The Business as a result of Damage at any premises of Your contracted suppliers of goods and/or services within the Prescribed Territories.

The maximum We will pay in respect of any one Period of Insurance is the sum insured stated in The Schedule, unless otherwise specified.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover and the amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

We will not provide cover for Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

## Workplace Recovery Office Facilities

We will pay You following Damage at The Premises which results in You using such Workplace Recovery Office Facilities or IT Recovery Services for a period lasting more than 24 hours to either avoid or mitigate such interruption or interference with the Business either:

- (1) the current annual contract fee paid or required to be paid by You where You have in place prior to the Damage an external contract for the provision of Workplace Recovery Office Facilities or IT Recovery Services supplied by a disaster recovery services provider, or
- (2) additional costs of any similar replacement Workplace Recovery Office Facilities or IT Recovery Services where You have in place, Your own internal designated Workplace Recovery Office Facilities IT Recovery Services which results in You using, or temporarily losing the use of, Your own internal designated facilities or services.

The maximum We will pay in any one Period of Insurance is stated in The Schedule.

For the purposes of this Clause the following definitions apply

### IT Recovery Services

Temporary Information Technology facilities.

### Workplace Recovery Office Facility

Temporary replacement office accommodation and services.

## Basis of Settlement

*The following basis of settlement cover applies to this Section where stated in The Schedule, except where otherwise stated.*

# Gross Rentals Sum Insured Basis Specification

## Item

Gross Rentals Sum Insured stated in The Schedule.

## Basis of Settlement

We will cover You only for loss of Gross Rentals due to

- (1) loss of Gross Rentals, and
- (2) increase in cost of working.

We will pay, less any savings during the Indemnity Period in business charges or expenses, payable out of Gross Rentals, which reduce or cease due to the Damage,

- (1) Gross Rentals, the amount by which, due to the Damage, the Standard Gross Rentals exceed the Gross Rentals during the Indemnity Period
- (2) increase in cost of working, any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Gross Rentals during the Indemnity Period which but for such additional expenses would have taken place due to the Damage.

We will not pay, in respect of (2) above, more than the reduction avoided by the expenditure.

If at the time of the Damage the Sum Insured is less than the Annual Gross Rentals, proportionately increased where the Maximum Indemnity Period exceeds 12 months, You will be Your own insurer for the difference and bear a rateable share of the loss.

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## Notes

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

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## Clauses

***The following clauses apply to this Specification.***

### Alternative Premises

The Gross Rentals during the Indemnity Period will include Gross Rentals derived elsewhere than from The Premises if The Business is conducted elsewhere than at The Premises.

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### Auditors, Professional Accountants and Legal Fees

We will pay Your auditors', professional accountants' and solicitors' reasonable charges for

- (1) producing information We require for investigating any claim, and
- (2) confirming the information is in accordance with Your business books, and
- (3) determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease

but not for any other purposes in the preparation of a claim.

The maximum We will pay for any claim, including auditors', professional accountants' and solicitors' charges, is the Sum Insured.

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### Automatic Reinstatement

The Gross Rentals stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

However, You must pay any additional premium required to reinstate the Gross Rentals.

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### Return Premium

We will allow a return premium for the Period of Insurance where

- (1) You provide Us with a professional accountant's declaration of Gross Rentals earned in Your financial year most closely corresponding to that Period of Insurance, and
- (2) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium for any reduction in Gross Rentals which is entirely due to a claim.

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## Definitions

***Applicable to this Specification.***

### Gross Rentals

Money paid or payable to You by tenants for rental of The Premises and for services provided in connection with The Business at The Premises.

### Annual Gross Rentals

Gross Rentals during the 12 months immediately before the date of the Damage.

### Standard Gross Rentals

Gross Rentals during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Annual and Standard Gross Rentals may be adjusted to reflect any trends or circumstances which affect The Business before or after the Damage or would have affected The Business had the Damage not occurred.

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

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### Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

## Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Cover.

## Increased Cost of Working - Increased Office Expenses Basis Specification

### Item

Increased Office Expenses Sum Insured stated in The Schedule.

Auditor's and Professional Accountant's Charges stated in The Schedule.

The Schedule will state which of the above items apply and any other items which apply.

### Basis of Settlement

We will pay Your Increase in Office Expenses reasonably and necessarily incurred as a result of the Damage, to continue The Business during the Indemnity Period, less any savings during the Indemnity Period which reduce or cease due to the Damage.

The maximum amount We will pay for any one book, document or set of documents, will be 5% of the Sum Insured applicable to Premises at which the Damage has occurred.

The maximum amount We will pay for any one Premises is the Maximum Limit.

### Clauses

*The following clauses apply to this Specification.*

#### Auditors and Professional Accountants Fees

We will pay Your auditors' and professional accountants' reasonable charges for

- (1) producing information We require for investigating any claim, and
- (2) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim is the Sum Insured for this Item stated in The Schedule.

### Definitions

*The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the back of this policy and keep the same meaning wherever they appear in the Specification.*

#### Increase in Office Expenses

- (1) Additional cost of
  - (a) rent, rates and taxes of temporary premises
  - (b) any premium, or compensation, necessary to obtain the use of temporary premises
  - (c) removal to and from, or suitably adapting, temporary premises
  - (d) clerical assistance and advertising
- (2) the cost of
  - (a) replacing destroyed or damaged books or documents which belong to You, which You hold in trust, or for which You are responsible and which require to be replaced and are capable of being replaced
  - (b) obtaining evidence of the contents of any essential documents which cannot be replaced
- (3) other additional costs, to which We have not specifically referred, incurred with Our prior agreement.

#### Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

#### Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Cover or Clause.

#### Maximum Limit

- (1) The result of dividing the Sum Insured, under Increased Office Expenses, by the number of separate locations of all of The Premises
- (2) if a limit stated in The Schedule applies to one or more location, the Maximum Limit for the location will be calculated by applying the 'Percentage Limit' shown against each location to the Sum Insured under Increase in Office Expenses.

The remainder of the Sum Insured will be divided equally between the other locations to produce the Maximum Limit for each.

If the limit is shown as an amount, this amount will be the Maximum Limit for the location concerned.

If the Maximum Indemnity Period exceeds 12 months, the maximum amount We will pay during any period of 12 months of the Indemnity Period, will be the proportion of the maximum amount recoverable which 12 months has to the number of months in the Maximum Indemnity Period.

## Additional Covers

The Schedule states which Additional Covers apply together with any

- (1) Contingencies applicable, if different from the Business Interruption Section
- (2) Sum Insured
- (3) Excess, consecutive hours or Deductible.

The insurance by each of the Items under the Business Interruption Section is extended to include interruption or interference with The Business resulting from

- (1) the Additional Cover, or
- (2) Damage at The Premises or situations, or
- (3) Damage to the property

described below.

The maximum We will pay under each Additional Cover for any one loss is the sum insured, percentage or maximum amount payable stated in The Schedule, unless otherwise specifically stated within an individual Additional Cover.

The amounts or limits stated are inclusive of any amounts payable under the provisions of any Clauses stated in The Schedule.

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### Action by Police, Government or Other Competent Authority

The prevention or restriction of access to, or the closure of, The Premises by any Police, Government or other competent authority due to an emergency event within the distance stated in The Schedule of the boundary of The Premises that causes or threatens a danger or disturbance.

The maximum We will pay in respect of any one claim and in the aggregate in any one Period of Insurance is the amount stated in The Schedule.

The provisions of any Automatic Reinstatement Clause do not apply to this Additional Cover.

We will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than the consecutive hours stated in The Schedule.

### Definitions

For the purposes of this Additional Cover, the following definitions apply:

#### Indemnity Period

The period during which the results of The Business are affected due to the emergency event starting from the date The Premises are closed or their access prevented or restricted and ending not later than the Maximum Indemnity Period.

#### Maximum Indemnity Period

As stated in The Schedule.

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### Full Failure of Electricity, Gas and/or Water Supply

We will provide cover following the accidental failure of Your supply of

- (1) electricity
- (2) gas
- (3) water

at the terminal ends of Your supplier's feed at The Premises within the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance.

The maximum We will pay in respect of any one claim and in total in respect of all claims in the Period of Insurance is the amount stated in The Schedule, unless otherwise specified.

The Maximum Indemnity Period is stated in The Schedule.

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of
    - (a) electricity
    - (b) gas
    - (c) wateror caused by the exercise by any supplier of (a) – (c) above of its power to withdraw or restrict supply or services
  - (2) caused by any industrial action
  - (3) in respect of water supply only, caused by drought or other weather conditions unless equipment has been damaged
  - (4) lasting less than the consecutive hours stated in The Schedule unless the failure results from Damage to any
-

- (a) generating sub-station of Your supplier of electricity
  - (b) land based premises of Your supplier(s) of gas and/or of any natural gas producer directly linked to Your supplier(s) of gas
  - (c) water works and/or pumping station of Your supplier(s) of water within the Prescribed Territories
- (5) lasting more than 7 consecutive days unless the failure results from Damage to any
- (a) generating sub-station of Your supplier of electricity
  - (b) land based premises of Your supplier(s) of gas and/or of any natural gas producer directly linked to Your supplier(s) of gas
  - (c) water works and/or pumping station of Your supplier(s) of water within the Prescribed Territories.

## Conditions

**The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.**

### Alteration

We will not cover You under this Section if

- (1) any Policyholder
  - (a) agrees a composition or arrangement with creditors, or
  - (b) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 or any successor act, or
  - (c) has an application made under the Insolvency Act 1986 or any successor act to the court for the appointment of an administrator, or
  - (d) has a winding up order made or a resolution for voluntary winding up passed except for the purposes of amalgamation or reconstruction, or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed, or
  - (e) has an administrative receiver, as defined in the Insolvency Act 1986 or any successor act, appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge
- (2) Your interest ceases otherwise than by Your death

However, We will provide cover if We agree otherwise.

### Claims Procedures

If in relation to any claim, You have failed to comply with the following Claims Procedures, You will lose Your right to payment for that claim.

You must

- (1) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
- (2) at Your expense, provide Us with details of the claim and of any other insurances covering the Damage within 30 days after the expiry of the Indemnity Period or such further time that We may allow and provide Us with books, records and documents We require to assess Your claim
- (3) repay Us, any payment on account We have already made, if You fail to comply with this condition.

### Index Linking

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal in line with any increase in the level of such suitable recognised index or indices as We select.

In the event of a reduction in the level of such index or indices We will retain Your existing amounts insured unless You advise Us otherwise.

These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement.

### Payments on Account

Claim payments on account may be made to You during the Indemnity Period, if required.

### Property Cover

We will not provide cover under this Section unless

- (1) there is in force, at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage, and
- (2) payment has been made or liability admitted for such Damage, or payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

### Subrogation Rights Waiver

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

- (1) any company whose relationship to You is either a parent or subsidiary and/or
- (2) any company which is a subsidiary of a parent company of which You are a subsidiary as defined in the relevant legislation current at the time of Damage



## Exceptions

**The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.**

### All Risks

We will not provide cover for

- (1) Damage to the Property Insured caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty or defective design or materials used in its construction
  - (e) faulty or defective workmanship or operating error or omission by You or any of Your EmployeesHowever, We will provide cover for any subsequent Damage which results from a cause not otherwise excluded.
- (2) Damage to the Property Insured caused by or consisting of
  - (a) corrosion, rust, rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus
  - (b) change in temperature, colour, flavour, texture or finish
  - (c) nipple or joint leakage or failure of welds
  - (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associating piping
  - (e) the Property Insured's own mechanical or electrical breakdown or derangementHowever, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause and any subsequent Damage which results from a cause not otherwise excluded.
- (3) Damage to the Property Insured caused by pollution or contamination  
However, We will provide cover for Damage to the Property Insured not otherwise excluded caused by pollution or contamination which results from Defined Contingencies (1) to (12) or Defined Contingencies (1) to (12) which results from pollution or contamination.
- (4) Damage to the Property Insured caused by
  - (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe, or specifically mentioned as insured in The Schedule
  - (b) normal settlement of new structures
  - (c) acts of fraud or dishonesty
  - (d) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error.
- (5) Damage to any building or structure caused by its own cracking or collapse  
However, We will provide cover for Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (6) Damage to gates, fences or moveable property in the open by wind, rain, hail, sleet or snow, flood or dust  
However, We will provide cover for Damage to such property caused by falling trees which is not otherwise excluded.
- (7) Damage
  - (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
  - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running
  - (c) resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repairHowever, We will provide cover for Damage if it is caused by fire or explosion and is not otherwise excluded.
- (8) Damage while any building is Unoccupied caused by escape of water as a result of freezing of any automatic sprinkler in The Premises
- (9) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or its fixtures and fittings, unless specifically mentioned as being insured in The Schedule  
However, We will provide cover for Damage if it results from a Defined Contingency and is not otherwise excluded.
- (10) Damage to
  - (a) vehicles licensed for road use including accessories on or attached to them, caravans or trailers
  - (b) railway locomotives or rolling stock
  - (c) watercraft or aircraft
  - (d) property in the course of construction including materials for use in the construction
  - (e) land, piers, jetties, bridges, culverts or excavations
  - (f) livestock, growing crops or treesHowever, We will provide cover for property which is specifically stated as being insured in The Schedule and the Damage is not otherwise excluded.

- (11) Damage insured by any marine policy or which would be insured under any marine policy if this policy did not exist  
However, We will provide cover for Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed.
- (12) Damage more specifically insured by You or on Your behalf
- (13) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss
- (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to the use or threat of force and/or violence, and/or harm or Damage to life or to property or the threat of such harm or Damage including but not limited to harm or Damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You

- (14) (a) Loss of Data
- (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
- (i) Virus or Similar Mechanism
  - (ii) Denial of Service Attack
  - (iii) unauthorised access to or use of Computer and Electronic Equipment

However, We will cover You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by this Section.

- (15) the Excess stated in The Schedule.

## Specified Contingencies

We will not provide cover for

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services  
However, We will provide cover for such Damage which itself results from a cause not otherwise excluded and subsequent Damage which is not otherwise excluded
- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded
- (3) any Damage resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss
- (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to the use or threat of force and/or violence, and/or harm or Damage to life or to property or the threat of such harm or Damage including but not limited to harm or Damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You

- (4) any Damage to Computer and Electronic Equipment, Failure or Loss of Data resulting directly or indirectly from, or in connection with
- (a) Virus or Similar Mechanism
  - (b) Denial of Service Attack

(c) unauthorised access to or use of Computer and Electronic Equipment.

However, We will provide cover in respect of subsequent Damage to property used by You for the purposes of The Business at The Premises caused by or resulting from Defined Contingencies (1) to (11), (13) and (15) which are not otherwise excluded.

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### Definitions

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

#### **Damage**

Physical loss, destruction or damage.



## Cover

We will cover You for a Covered Loss during the Period of Insurance subject to the provisions set out below. The maximum We will pay in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy.

In any action, suit or proceedings where We allege that any loss is not covered by this Section, You must prove that the loss is covered.

This Section is subject to all the Definitions, Conditions and Clauses of the Sections where the Heads of Cover are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail.

## Conditions

- (1) We may cancel the cover provided by this Section by sending You 30 days written notice to Your last known address.

We will refund a proportionate part of any premium paid for the unexpired period provided that there has been no

- (a) claim(s) made under this Section for which We have made a payment or which are still under consideration
- (b) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us during the current Period of Insurance.

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (2) declare to Us all property and/or premises owned by You, or for which You are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all property and/or premises, Business Interruption and Book Debts of subsidiary companies
- (3) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all
  - (a) such property and/or premises and
  - (b) such Business Interruption and Book Debts

unless We agree otherwise in writing.

## Exceptions

We will not provide cover for any losses whatsoever

- (1) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
- (2) unless and until the Treasury issues a certificate certifying the event or events in question to have been an Act of Terrorism, or, in the event of the Treasury refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the Treasury determines the event or events in question to have been an Act of Terrorism.
- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
  - (a) damage to or the destruction of any Computer System; or
  - (b) any alteration, modification, distortion, erasure or corruption of Data;in each case whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

### Proviso to Exception (3)

- (1) Covered Loss otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such Covered Loss:
  - (a) results directly (or, solely as regards (b) (iii) below, indirectly) from
    - (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
    - (ii) impact of aircraft or any aerial devices or articles dropped from them,
    - (iii) impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle,
    - (iv) destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
  - (b) comprises:
    - (i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Heads of Cover; or
    - (ii) the amount of business interruption loss suffered directly by You by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either damage to or destruction of Property insured under any of the Heads of Cover or as a direct result of denial, prevention or

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- hindrance of access to or use of the Property insured under any of the Heads of Cover by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured under any of the Heads of Cover to which access is affected; or
- (iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss; and
  - (c) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- (2) For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude
- (a) any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of "Money" as set out in this policy; and
  - (b) any Data.
- (3) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph (1) (b) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph (1) (a) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs (1) (a) and (1)(b) above from being recoverable under this Section.
- In no other circumstances, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section.
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## Definitions

### Act of Terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM Government in the United Kingdom or any other government de jure or de facto.

### Computer System

A computer or other equipment or component or system or item which processes stores transmits or receives Data.

### Covered Loss

All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property in the Territory, the proximate cause of which is an Act of Terrorism.

### Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

### Excess

The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition.

### Hacking

Unauthorised access to any Computer System, whether Your property or not.

### Heads of Cover

Any of the following types of direct insurance cover

- (1) Buildings and completed structures
- (2) Other property

- (3) Business Interruption
  - (4) Book Debts
- insured under this policy.

## Individual

Any person other than

- (1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business
- (2) a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual
- (3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:
  - (a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or
  - (b) located in premises owned by any such person, and the commercially occupied proportion of the property does not exceed 20%
- (4) an individual insuring property that is of sole commercial use
- (5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%.

Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.

## Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State (or any successor relevant authority) from time to time by statutory instrument, being an installation designed or adapted for

- (1) the production or use of atomic energy;
- (2) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- (3) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

## Nuclear Reactor

Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

## Phishing

Any access or attempted access to Data made by means of misrepresentation or deception.

## Property

For the purposes of this Section only, all property whatsoever, but excluding:

- (1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless
  - (a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or
  - (b) not insured in the name of an Individual
- (2) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

## Territory

England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).

## Treasury

The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.

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## **Virus or Similar Mechanism**

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.



## Cover

We will provide cover to The Insured for legal liability to pay Compensation, Costs and Expenses for Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

## Clauses

***These clauses apply and are stated in The Schedule***

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises
- (2) upkeep of vehicles and plant which are owned and used by You
- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (4) Your first aid, fire, security and ambulance services
- (5) Your participation in exhibitions
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

### Contractual Liability

We will provide cover to The Insured for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide cover for any agreement for or including the performance of work outside The Defined Territories.

### Corporate Manslaughter and Corporate Homicide Act 2007

We will cover You for

- (1) legal fees and expenses, incurred with Our written consent, for defending proceedings, including appeals
- (2) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide cover

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which result from any deliberate act or omission by You or which relate to any person other than an Employee
- (3) in respect of any fines or remedial or publicity orders or any steps required to be taken by such orders
- (4) where cover is provided by another insurance policy.

### Cross Liabilities

We will provide cover for each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be covered.

### Health and Safety Legislation

We will provide cover to The Insured for

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide cover

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which result from any deliberate act or omission by You or which relate to the health and safety of any person other than an Employee
- (3) where cover is provided by another insurance policy.

### Our Right of Recovery

The cover granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

## Payment for Court Attendance

We will compensate You if, at Our request, You, or any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to cover.

The maximum We will pay, per day, for You, each director, partner or Employee is stated in The Schedule.

## Unsatisfied Court Judgments

We will, at Your request, pay any Employee or their personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business
- (2) the judgment was obtained in a court within The Defined Territories
- (3) there is no appeal outstanding to the judgment
- (4) the Employee, or his or her personal representative, assigns the judgment debt to Us.

## Conditions

**Policy Conditions can be found at the back of this document**

### Premium Adjustment

Where it is stated in The Schedule that declarations apply You will, within one month after the Expiry Date shown in The Schedule, supply the information We require and We will adjust the premium for the expired period subject to any minimum premium(s) applying.

## Exceptions

**Policy Exceptions can be found at the back of this document**

We will not provide cover for

- (1) work in or on and travel to, from or within any offshore
  - (a) accommodation, exploration, drilling or production rig or platform
  - (b) support vessel
- (2) Bodily Injury sustained by any Employee when such person is
  - (a) carried in or upon a vehicle
  - (b) entering or getting on to, or alighting from, a vehiclewhere any road traffic legislation requires insurance or security
- (3) liquidated damages, penalty clauses, fines, or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- (4) any consequence resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to Terrorism except as stated in **Special Provision - Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

### Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to the Terrorism Limit of Indemnity stated in The Schedule, including Costs and Expenses.

- (5) any consequence resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (5)(a) above except as stated in **Special Provision - War** below.

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## Special Provision - War

Subject otherwise to the terms of the policy

Neither of the exclusions in (5)(a) and (5)(b) above shall apply to the Employers' Liability Section but The Limit of Indemnity for the purpose of this Special Provision - War is limited to the War Limit of Indemnity stated in The Schedule, including Costs and Expenses.

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## Definitions

**Policy Definitions can be found at the back of this document**

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

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### Compensation

Damages, including interest.

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### Costs and Expenses

- (1) Fees for The Insured's legal representation at any Coroner's Inquest or Fatal Accident Inquiry or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
  - (2) costs and expenses incurred with Our written consent
  - (3) Any claimants legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of cover under this Section.
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### Terrorism

Any act or acts including but not limited to the use or threat of force and/or violence and/or harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

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### The Defined Territories

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

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### The Insured

- (1) You and Your personal representatives in respect of legal liability You incur
- (2) At Your request, including the personal representatives of these persons
  - (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your canteen, social, sports, educational and welfare organisations, first aid, fire, security and ambulance services in their respective capacities as such
  - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - (d) those who hire plant to You to the extent required by the hiring conditions for legal liability for which You would have been entitled to cover if the claim had been made against You.

Each covered party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be covered.

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### The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay for any one claim or series of claims against The Insured arising out of one cause.

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### The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide cover for Bodily Injury to any Employee engaged by You outside the Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

## Cover

We will provide cover to The Insured for legal liability to pay Compensation, Costs and Expenses for accidental

- (1) Personal Injury
- (2) Damage to Property
- (3) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, for any claim brought in the United States of America, or any territory within its jurisdiction, or Canada the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

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## Clauses

***These clauses apply and are stated in The Schedule***

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises
- (2) upkeep of vehicles and plant which are owned and used by You
- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (4) Your first aid, fire, security and ambulance services
- (5) Your participation in exhibitions
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

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### Buildings Temporarily Occupied

We will provide cover for legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide cover for Damage to

- (1) premises and their contents which You own or which are loaned, leased, hired or rented to The Insured or any other party who is carrying out work on Your behalf
- (2) The Works.

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### Consumer Protection Act 1987 and Food Safety Act 1990

We will provide cover to The Insured for

- (1) legal fees and expenses, incurred with Our written consent, for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide cover

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) for proceedings which result from any deliberate act or omission by You
- (3) where cover is provided by another insurance policy.

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### Contractual Liability

We will provide cover for accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide cover for any agreement for or including the performance of work outside The Defined Territories.

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### Corporate Manslaughter and Corporate Homicide Act 2007

We will provide cover for

- (1) legal fees and expenses, incurred with Our written consent, for defending proceedings, including appeals
- (2) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide cover

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which result from any deliberate act or omission by You or which relate to any Employee
- (3) in respect of any fines or remedial or publicity orders or any steps required to be taken by such orders

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(4) where cover is provided by another insurance policy.

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## Cross Liabilities

We will provide cover for each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be covered.

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## Data Protection

We will provide cover for

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is stated in The Schedule.

We will not provide cover for

- (1)
    - (a) Personal Injury other than as provided by this clause
    - (b) Damage to Property
    - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
    - (d) libel, slander or defamation
  - (2) consequential losses
  - (3) liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You
  - (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages
  - (5) liability under any penalty clause or any fine or statutory payment
  - (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements
  - (7) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.
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## Defective Premises

We will provide cover for legal liability for accidental Bodily Injury or Damage to Property arising under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001, in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide cover for the cost of rectifying any defect or alleged defect in such premises.

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## Employees' and Visitors' Personal Belongings

We will provide cover for legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide cover where Property is

- (1) loaned, leased, hired or rented to The Insured
  - (2) stored for a fee or other consideration by The Insured
  - (3) in the custody or control of The Insured for the purposes of being worked upon.
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## Environmental Statutory Clean-Up Costs

We will provide cover for the cost of carrying out Remediation, and/or paying for Clean Up Costs following a lawful notice or demand served upon The Insured under any environmental protection legislation in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by any Enforcing Authority provided that the cost or costs arise from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.

The maximum We will pay, as part of The Limit of Indemnity stated in The Schedule, including Costs and Expenses, for all events in any one Period of Insurance is stated in The Schedule against this clause.

We will not provide cover

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- (1) for any work (whether preventive or otherwise) in respect of property
    - (a) which You own or which is loaned, leased, hired or rented to The Insured
    - (b) which is held in trust or in the custody or control of The Insured or any other party who is carrying out work on Your behalf
    - (c) which requires to be insured under the terms of Clause 6.5.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
  - (2) for any work involving the reinstatement or reintroduction of flora or fauna
  - (3) for any fines or penalties
  - (4) for any Complementary or Compensatory Remediation as defined by the Environmental Damage (Prevention and Remediation) Regulations 2009 or any successor and/or amending legislation
  - (5) for costs of preventing any imminent threat of environmental damage where such costs are incurred in the absence of Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
  - (6) for costs of achieving any improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
  - (7) where cover is provided by another insurance policy.
- 

## Health and Safety Legislation

We will provide cover for

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide cover

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business
  - (2) in respect of proceedings which result from any deliberate act or omission by You or which relate to the health and safety of any Employee
  - (3) where cover is provided by another insurance policy.
- 

## Hired or Rented Premises

We will provide cover for legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide cover for

- (1) the first amount, stated in The Schedule, of Compensation, Costs and Expenses in respect of such damage caused other than by fire or explosion
  - (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement
  - (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.
- 

## Libel and Slander

We will provide cover to The Insured for Compensation, Costs and Expenses as a result of any

- (1) libel in any Publication
- (2) slander made in the course of The Business
- (3) infringement of any trademark, registered design, copyright or patent right arising from the contents of any Publication
- (4) slander of title to goods.

This cover only applies to claims made against The Insured during the currency of this Clause or within 12 months of its expiry, provided the cause of the claim occurred while this Clause was in force.

All claims arising out of one cause, whether or not all such claims are made against The Insured in the same Period of Insurance, will be treated as one claim.

The maximum We will pay, inclusive of Costs and Expenses, for any one claim or in any one Period of Insurance is stated in The Schedule.

We will not provide cover for

- (1) withdrawing, recalling or replacing any Publication
- (2) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement
- (3) actions brought in a court of law outside of The Defined Territories
- (4) ten percent of each and every claim.

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## Motor Contingent Liability

We will provide cover for legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or attached trailer which is

- (1) not owned or provided by, or loaned, leased, hired or rented to You, and
- (2) being used in connection with The Business in The Defined Territories.

We will not provide cover

- (1) for Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer
- (2) while the vehicle is being driven by You or any person who, to Your knowledge or that of Your representatives, does not hold a licence to drive the vehicle unless that person has held and is not disqualified from holding or obtaining such a licence
- (3) where cover is provided by another insurance policy.

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## Overseas Personal Liability

We will provide cover to You and, at Your request, any director, partner or Employee of Yours for legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also cover any accompanying spouse and children.

Where You are an individual, this cover will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide cover

- (1) where liability arises from
  - (a) any agreement unless liability would have existed otherwise
  - (b) ownership or occupation of land or buildings
  - (c) the carrying on of any trade or profession
  - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
- (2) where cover is provided by another insurance policy.

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## Payment for Court Attendance

We will compensate You if, at Our request, You, or any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to cover.

The maximum We will pay, per day, for You, each director, partner or Employee is stated in The Schedule.

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## Conditions

***Policy Conditions can be found at the back of this document***

### Premium Adjustment

Where it is stated in The Schedule that declarations apply You will, within one month after the Expiry Date shown in The Schedule, supply the information We require and We will adjust the premium for the expired period subject to any minimum premium(s) applying.

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### Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

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## Exceptions

***Policy Exceptions can be found at the back of this document***

We will not provide cover for

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business
- (2) the ownership, possession or use by or on behalf of The Insured of any
  - (a) aircraft, aerial device or hovercraft
  - (b) watercraft exceeding eight metres in length
  - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
    - (i) where described in the Motor Contingent Liability Clause(if applicable)
    - (ii) the loading or unloading of any such vehicle, trailer or plant where cover is not provided by another insurance policy
- (3) Damage to Property
  - (a) which You own or which is loaned, leased, hired or rented to The Insured
  - (b) which is held in trust or in the custody or control of The Insured or any other party who is carrying out work on Your behalf

other than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause

- (c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract) or The Works
- (5) recalling or making refunds in respect of Products Supplied or The Works
- (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract
- (7) the carrying out of any work, or any Products Supplied, which affects or could affect
- (a) the navigation, propulsion or safety of any aircraft or other aerial device
- (b) the safety or operation of nuclear installations
- (8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance  
All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place
- (9) (a) work in or on and travel to, from or within  
(b) Products Supplied to  
any offshore
- (i) accommodation, exploration, drilling or production rig or platform
- (ii) support vessel
- (10) liquidated damages, penalty clauses, fines, or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied
- (12) the amount of Compensation, Costs and Expenses shown in The Schedule as The Excess. You will reimburse any amount paid by Us
- (13) (a) exposure to  
(b) inhalation of  
(c) fears of the consequences of exposure to or inhalation of  
(d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of  
Asbestos including any product containing Asbestos
- (14) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
- (a) Virus or Similar Mechanism
- (b) Denial of Service Attack
- (c) unauthorised access to or use of Computer and Electronic Equipment
- However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded
- (15) any consequence resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (a) Terrorism
- (b) any action taken in controlling, preventing, suppressing or in any way relating to Terrorism  
except as stated in **Special Provision - Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (15)(a) and/or (15)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You

### **Special Provision - Terrorism**

Subject otherwise to the terms of the policy

Neither of the exclusions in (15) (a) and (15) (b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to



- 
- (a) the Terrorism Limit of Indemnity stated in The Schedule in respect of any one event or all events consequent on or attributable to one original cause
  - (b) the Terrorism Limit of Indemnity stated in The Schedule in respect of all events happening in any one Period of Insurance in respect of Products Supplied.
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## Definitions

**Policy Definitions can be found at the back of this document**

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

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### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

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### Clean Up Costs

Costs of Remediation.

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### Compensation

Damages, including interest.

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### Costs and Expenses

- (1) Fees for the Insured's legal representation at any Coroner's Inquest or Fatal Accident Inquiry or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
  - (2) costs and expenses incurred with Our written consent
  - (3) Any claimants legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of cover under this Section.
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### Damage

Physical loss, destruction, damage.

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### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

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### Personal Injury

Bodily Injury, wrongful arrest, detention or imprisonment, eviction, accusation of shoplifting.

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### Pollution or Contamination

Pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

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### Products Supplied

Anything which is manufactured, sold, supplied, processed, altered or treated, repaired, serviced or tested, installed, constructed, erected or transported by You or on Your behalf and which is no longer in the custody or control of The Insured.

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### Property

Material property.

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### Publication

Written material produced in the course of The Business.

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### Remediation

Remedying the effects of Pollution or Contamination as lawfully required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time Remediation commences and shall include the testing for or monitoring of Pollution or Contamination.

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### Terrorism

Any act or acts including but not limited to the use or threat of force and/or violence and/or harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

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### The Defined Territories

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

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### The Excess

The amount(s) specified in Your policy or The Schedule which You will bear. You will repay any such amount paid by Us.

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## The Insured

- (1) You and Your personal representatives in respect of legal liability You incur
- (2) At Your request, including the personal representatives of these persons
  - (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your canteen, social, sports, educational and welfare organisations, first aid, fire, security and ambulance services in their respective capacities as such
  - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - (d) those who hire plant to You to the extent required by the hiring conditionsfor legal liability for which You would have been entitled to cover if the claim had been made against You.

Each covered party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be covered.

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## The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of Products Supplied and Pollution or Contamination The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

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## The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

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## The Works

All works completed or to be completed by You or on Your behalf including all materials incorporated or to be incorporated, plant, tools, equipment and temporary buildings used, or to be used, for the period during which You are responsible under contract conditions.

## Claims and helpline

As soon as You are aware of an incident, You should get legal advice from the legal helpline on **0345 300 1899** without delay. Please have Your policy number to hand.

If You think that You might need to claim, contact the helpline on **0345 300 1899** and obtain a reference number. The helpline will not be able to tell You if Your claim is covered or not at this stage, but will forward the information You have provided to our claims handling teams and will explain what to do next.

A claim form is available to download at **[www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection)**.

Our claims handling is undertaken by DAS Legal Expenses Insurance Company Limited or such other company as We notify You of from time to time. Our legal helpline is provided by DAS Law Limited and/or a Preferred Law Firm on behalf of DAS.

DAS Head and Registered Office:

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

Registered in England and Wales, number 103274. Website: [www.das.co.uk](http://www.das.co.uk)

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

DAS Law Limited Head and Registered Office:

DAS Law Limited,  
North Quay, Temple Back, Bristol, BS1 6FL

Registered in England and Wales, number 5417859. Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

## Cover

We will indemnify an Insured Person where specified for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings following the occurrence of a Contingency stated as applying in The Schedule which arises in connection with The Business provided that

- (1) the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance
- (2) any Legal Proceedings take place within the Territorial Limits
- (3) Prospects of Success exist for the duration of the claim
- (4) in respect of any appeal or defence of an appeal, it has been reported to Us within the time limits allowed that You wish to appeal. We must agree that Prospects of Success exist before We will agree to pay any Costs and Expenses
- (5) the maximum We will pay is the Limit of Indemnity
- (6) You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident
- (7) in respect of an enforcement of judgment to recover money and interest due to You after a successful claim under this Section, We must agree that Prospects of Success exist
- (8) if an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than the award of damages, the maximum We will pay in Costs and Expenses is the value of the likely award.

We will not pay for

- (1) any costs that fall outside the DAS Standard Terms of Appointment if You decide not to use the services of a Preferred Law Firm or Tax Consultancy.

## Contingencies

### Employment Disputes

We will represent You in defending Your legal rights

- (1) following any request by ACAS to take part in the Early Conciliation service
- (2) prior to the issue of Legal Proceedings in a court or tribunal in respect of any dispute with a former Insured Person
- (3) in the resolution of unfair dismissal or flexible working disputes under the ACAS Arbitration Scheme

- (4) in Legal Proceedings in respect of any dispute with
  - (a) an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You
  - (b) an Insured Person, a former Insured Person or a prospective Insured Person arising from an alleged breach of their statutory rights under employment legislation.

We will not provide indemnity for any claim in respect of damages for personal injury or loss of or physical damage to material property.

## Employment Compensation Awards

We will pay

- (1) any basic and compensatory award
- (2) an order for compensation following a breach of Your statutory duties under employment legislation which You are ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and approved by Us in writing in respect of a claim We have accepted under Employment Disputes.

The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is as stated in the schedule.

We will not provide indemnity in respect of

- (1) non payment of money due under the relevant contract of employment or related statutory provision
- (2) any compensation award related to
  - (a) trade union activities, trade union membership or non-membership
  - (b) health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - (c) statutory rights in relation to trustees of occupational pension schemes
- (3) any award ordered as a result of a breach of National Minimum Wage legislation
- (4) any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement order or re-engagement order
- (5) any settlement through the ACAS Early Conciliation service where the Insured Person is employed by You and no legal proceedings have been issued.

## Conditions to Employment Compensation Awards

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

- (1) Performance and/or conduct  
In cases relating to performance and/or conduct, You have throughout the dispute either
  - (a) followed the ACAS Code of Disciplinary and Grievance Procedures (or any replacement thereof) as prepared by the Advisory Conciliation and Arbitration Service  
or
  - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland  
or
  - (c) sought and followed the advice from Our 24 hour legal helpline (**0345 300 1899**)
- (2) Unlawful Discrimination  
In respect of an order of compensation following a breach of Your statutory duties under employment legislation You have throughout the dispute sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute (**0345 300 1899**)
- (3) Redundancy  
In respect of any compensation award for
  - (a) redundancy
  - (b) alleged redundancy
  - (c) unfair selection for redundancyYou must have sought and followed the advice of Our 24 hour legal helpline before starting any redundancy process or procedure (**0345 300 1899**)
- (4) Compensation Awards  
In respect of any compensation awards, such compensation award
  - (a) is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument, and
  - (b) is approved by Us in writing.

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## Service Occupancy

We will negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

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## Legal Defence

### Criminal Prosecution

We will defend an Insured Person

- (1) prior to the issue of Legal Proceedings when dealing with the
  - (a) Police  
and/or
  - (b) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer  
where it is alleged the Insured Person has or may have committed a criminal offence
- (2) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

provided that in respect of proceedings under the Health and Safety at Work etc Act 1974, the Territorial Limits shall be all territories in which the Act applies.

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### Data Protection

We will

- (1)
  - (a) defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation
  - (b) also pay any compensation award made against the Insured Person under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing

provided that You are registered with the Information Commissioner at the time of the incident giving rise to the action.

- (2) represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.

### Wrongful Arrest

We will defend Your legal rights if civil action is taken against You by a third party who has been wrongfully arrested following an accusation of theft made by an Insured Person and which is alleged to have been carried out during the Period of Insurance.

### Employee Civil Legal Defence

At Your request We will defend the legal rights of an Insured Person (other than You) if

- (1) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination
- (2) civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your employees.

### Statutory Notice

At Your request We will represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting The Business.

### Jury Service

We will pay the Attendance Expenses of an Insured Person for jury service.

### Disciplinary Hearings

We will defend an Insured Person if an event results in a disciplinary case being brought against an Insured Person by a regulatory authority or professional body.

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

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## Property Protection

### Please note:

- (1) *In England, Scotland and Wales, squatting in residential properties is a criminal offence and you should contact the police for assistance*
- (2) *You must have established the legal ownership or right to the land that is the subject of the dispute.*

We will represent an Insured Person in any Legal Proceedings for civil action relating to material property which is owned by You, or for which You are responsible, following

- (1) any event which causes or could cause physical damage or loss to such material property
- (2) any legal nuisance (meaning any unlawful interference with Your use or enjoyment of Your land, or some right over, or in connection with it) or trespass including the eviction of squatters or any person occupying premises owned by You or for which You are responsible.

We will not indemnify You in respect of any claim relating to

- (1) a contract entered into by You other than a leasehold agreement
- (2) tenancy disputes
- (3) goods
  - (a) in transit
  - (b) lent or hired out
  - (c) at premises You do not occupy unless for
    - (i) installation  
or
    - (ii) use in work to be carried out by You
- (4) mining subsidence
- (5) a motor vehicle whilst being driven by an Insured Person
- (6) defending Your legal rights, but We will cover defending a counter-claim
- (7) the enforcement of a covenant by or against You.

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## Bodily Injury

We will pursue the legal rights of an Insured Person and/or family member accompanying such Insured Person, following an event which causes the death of, or bodily injury, to such Insured Person and/or family member

We will not provide indemnity in respect of any claim relating to

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden incident  
e.g. repetitive strain injury
- (2) the defence of the legal rights of an Insured Person and/or family member other than defending a counter claim
- (3) an Insured Person's injury or death in a motor vehicle whilst being driven by an Insured Person or their family members.

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## Tax Protection

*Please note We will only cover tax claims which arise in direct connection with the activities of the business shown in the schedule*

We will represent You in any investigations and/or appeal proceedings in respect of

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

### Condition to Tax Protection

If in relation to any claim You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim.

### Reasonable Care

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

We will not provide indemnity

- (1) in respect of any claim caused by Your failure to register for VAT and/or PAYE
- (2) in respect of any claim arising from any investigations or enquiries undertaken by HM Revenue and Customs Special Investigation Section, Special Civil Investigations, Criminal Investigation Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
- (3) in respect of any claim arising from any investigations or enquiry by HM Revenue and Customs into any alleged dishonesty or any alleged criminal offences
- (4) in respect of any claim arising from a tax avoidance scheme
- (5) in respect of any claim relating to import or export duties and import VAT.

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## Conditions - Applying to all Contingencies

**The following Conditions apply to this Section in addition to the Policy Conditions at the back of this policy.**

### (1) Claims - your duty

You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

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### (2) Claims - legal representation

- (a) On receipt of a claim, if appropriate, We will appoint an Appointed Representative. They will try to settle Your claim by negotiation without having to go to court
- (b) We will choose an Appointed Representative to represent an Insured Person where We are liable to pay compensation. In any other case if it is necessary to start court proceedings or there is a conflict of interest, an Insured Person is free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person
- (c) If the Insured Person chooses an Appointed Representative who is not a Preferred Law Firm or Tax Consultancy, We will give them the opportunity to act on the same terms as a Preferred Law Firm or Tax Consultancy. If they refuse the act on this basis, the maximum We will pay is the amount We would have paid if they had agreed to the DAS Standard Terms of Appointment which are available on request.

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### (3) Claims - Our rights and Your obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim
- (b) An Insured Person must co-operate fully with Us and the Appointed Representative and must keep Us up-to-date with the progress of the claim
- (c) At Our request an Insured Person must give the Appointed Representative any instructions that We require
- (d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court
- (e) If an Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further Costs and Expenses
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval
- (g) We may decide to pay an Insured Person the reasonable value of any claim that the Insured Person is claiming or is being claimed against them, instead of starting or continuing legal action. If this occurs, an Insured Person must allow Us to take over and pursue or settle a claim in their name. An Insured Person must allow Us to pursue at Our own expense and for their benefit, any claim for compensation against any other Person and an Insured Person must give Us all the information and help We need to do so
- (h) We may require You to get, at Your own expense, an opinion from an expert, that We consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by Us and the costs agreed in writing between You and Us. Subject to this, if the expert's opinion indicates that it is more likely than not that You will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence, We will pay the cost of getting the opinion.

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### (4) Discontinuance of a claim

If an Insured Person

- (a) settles a claim or withdraws a claim without Our prior agreement
  - (b) does not give suitable instructions to the Appointed Representative
- the cover We provide will end immediately and We will be entitled to re-claim any Costs and Expenses We have incurred from the Insured Person.

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### (5) Recoveries

An Insured Person must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

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### (6) Disputes

If any difference arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section, You can take the steps outlined in Our complaints procedure stated under Our Promise of Service.

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## (7) Appointed Representative

If an Appointed Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses an Appointed Representative without good reason, the cover We provide will end at once, unless We agree to appoint another Appointed Representative.

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## (8) Arbitration

You have the right to refer any difference that arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section through our internal complaints procedure and then to arbitration, which will be decided by counsel chosen jointly by Us and an Insured Person.

If there is a disagreement with regard to the choice of counsel, We will ask the Chartered Institute of Arbitrators to choose a suitably qualified person.

The arbiter's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party against whom the decision is made.

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## (9) Acts of Parliament

All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

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## (10) Other Insurances

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

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## (11) Index Linking

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal in line with any increase in the level of such suitable recognised index or indices as We select.

In the event of a reduction in the level of such index or indices We will retain Your existing amounts insured unless You advise Us otherwise.

These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement.

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## Exceptions - Applying to all Contingencies

***The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.***

We will not provide indemnity in respect of any claim

- (1) if an Insured Person does not keep to the terms of this Section
- (2) if any Costs and Expenses are incurred prior to Our written acceptance of a claim
- (3) for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative
- (4) for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Employment Compensation Awards
- (5) relating to
  - (a) patents
  - (b) copyrights
  - (c) trademarks
  - (d) merchandise marks
  - (e) registered designs
  - (f) intellectual property
  - (g) secrecy and confidentiality agreements
- (6) relating to rights under a franchise or agency agreement entered into by You
- (7) deliberately or intentionally caused by an Insured Person
- (8) in respect of a dispute with Us not catered for in Section Conditions 6 and 8
- (9) for a judicial review, coroner's inquest or fatal accident inquiry
- (10) relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy



- 
- (11) notified under this Section when, either at the start of or during the course of the claim You
    - (a) are bankrupt
    - (b) have filed a bankruptcy petition or winding up petition
    - (c) have made an arrangement with creditors
    - (d) have entered into a deed of arrangement
    - (e) are in liquidation
    - (f) are or part of or all of Your affairs or property are in the care or control of a receiver or administrator
  - (12) relating to a shareholding or partnership share in The Business
  - (13) relating to written or verbal remarks that damage the Insured Person's reputation
  - (14) where an Insured Person wants conduct of their own claim as defined by the Solicitors Regulation Authority (Code of Conduct: Rule 20).
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## Definitions

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

### Appointed Representative

The Preferred Law Firm or Tax Consultancy or other suitably qualified person, who has been appointed by Us to act on behalf of an Insured Person, or a suitably qualified person chosen by an Insured Person.

### Attendance Expenses

The salary or wages of the Insured Person for the time they are off work

- (a) to attend any arbitration, court or tribunal hearing at Our request
- (b) as a defendant or while attending jury service.

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

### Contingencies

As defined within this Section and as stated as applicable on Your Schedule.

### Costs and Expenses

- (1) All reasonable and necessary legal, accountancy and tax related costs charged by the Appointed Representative and agreed by Us in accordance with the DAS Standard Terms of Appointment, which are available on request
- (2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to authorise.

### DAS Standard Terms of Appointment

The terms and conditions (including the amount We will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

### Date of Occurrence

- (1) In all civil cases (other than Tax Protection), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date You or an Insured Person first became aware of it)
- (2) In all criminal cases, when the Insured Person first broke or is alleged to have first broken the criminal law in question
- (3) Tax Enquiries, when HM Revenue and Customs first notifies in writing the intention to make enquiries
- (4) Employer Compliance and Value Added Tax disputes, when the relevant authority sends an assessment or written decision to You.

### Employer Compliance Dispute

A dispute with HM Revenue and Customs concerning Your compliance with Pay As You Earn (PAYE), Social Security, Construction Industry or IR35 legislation and Regulations.

### Insured Person

- (1) You
- (2) any director or partner, of Yours
- (3) any employee of Yours under a contract of employment with You

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(4) any other person agreed with Us.

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## Legal Proceedings

Legal action for

- (1) the pursuit or defence of a claim for damages
- (2) the defence of a criminal prosecution
- (3) appeal proceedings
- (4) the pursuit or defence of a claim for specific performance or injunction

dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.

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## Limit of Indemnity

The maximum amount stated in The Schedule which We will pay for Costs and Expenses in respect of any or all claims arising out of one originating cause.

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## Preferred Law Firm or Tax Consultancy

A law firm, accountancy firm, barristers' chambers or tax expert We choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim. They are appointed according to the DAS Standard Terms of Appointment which are available on request.

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## Prospects of Success

In respect of all civil Legal Proceedings, that it is always more likely than not (at least 51%) that an Insured Person will

- (1) recover damages or obtain any other legal remedy which We have agreed to
- (2) make a successful defence
- (3) make a successful appeal or defence of an appeal.

Prospects of success will be assessed by Us or an Appointed Representative on Our behalf.

In respect of criminal Legal Proceedings, there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

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## Tax Enquiry

A written notice of enquiry, issued by HM Revenue and Customs to carry out an Income Tax or Corporation Tax compliance check which either

- (1) includes a request to examine any aspect of Your books and records, or
  - (2) advises of a check of Your whole tax return.
- 

## Territorial Limits

- (1) For Legal Defence, other than Criminal Prosecution in respect of proceedings under the Health and Safety at Work etc. Act 1974 and Statutory Notice, and Bodily Injury  
The European Union, Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey
  - (2) For all other Contingencies  
Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
- 

## Value Added Tax (VAT) Dispute

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

## Cover

***This Section consists of individual Covers. The Schedule confirms the Covers You have purchased and are insured under and gives precise details of the Limits of Indemnity of Your insurance protection and provides details of the Period of Insurance, Excess and any other limits applying to this Section.***

## Commercial Crime

### Internal Crime

We will cover You for Loss first Discovered during the Period of Insurance (or applicable Discovery Period), resulting from Internal Crime caused by any Employee whose normal place of employment or service is within the Territorial Limits.

The maximum amount that We will pay in respect of any Single Loss is the Limit of Indemnity stated in The Schedule.

### Outsource Service Provider Crime

We will cover You for Theft, fraud or dishonesty committed by an Outsource Service Provider (or employee thereof) to whom You have entrusted or given the means to obtain access to Money, Securities or Insured Property belonging to You or another and for which You are legally responsible, provided that such Outsource Service Provider

- (1) committed such Theft, fraud or dishonesty with the deliberate intent to cause You Loss
- (2) has been vetted for competency, financial stability and honesty prior to engagement, and You retain the right to audit the Outsource Service Provider.

This cover shall only apply

- (1) to Loss first Discovered during the Period of Insurance (or applicable Discovery Period)
- (2) to the extent that Your Loss is not covered by any other insurance or indemnity agreement which is held by the Outsource Service Provider
- (3) to the extent that You are unable to recover Your Loss from the Outsource Service Provider
- (4) if the Outsource Service Provider was not In Collusion with an Employee or a Third Party.

The maximum We will pay is the Limit of Indemnity stated in The Schedule.

Where Money, Securities or Insured Property do not belong to You, cover is limited to the value of the Money, Securities or Insured Property concerned. We will not cover You for any damages, interest, legal costs or expenses that You are required to pay to the person or organisation who owns or suffers any loss in connection with the Money, Securities or Insured Property.

### Corporate Identity Fraud

We will cover You for fees, costs and expenses incurred by You with Our prior written consent to

- (1) correct or reinstate any public records following fraudulent modification, alteration or theft of Your corporate identity by an Employee or Third Party, such public records
  - (a) being held by an official registry or similar party
  - (b) relating to Your formation or identity, and
  - (c) being relied upon by investors or vendors to establish Your financial standing or credit worthiness.
- (2) apply for any legal proceedings against You to be dismissed on the grounds that liability rests with a perpetrator of corporate identity fraud against You
- (3) employ the services of a private investigation agency to identify the perpetrator of any corporate identity fraud against You

provided that such fees, costs and expenses relate to a corporate identity fraud which is first Discovered by You during the Period of Insurance (or applicable Discovery Period).

The maximum We will pay for all instances of corporate identity fraud first Discovered during the Period of Insurance is the Limit of Indemnity stated in The Schedule.

### Electronic Transfer of Money Made in Error

We will cover You for loss of funds, held at a bank or financial institution, first Discovered during the Period of Insurance (or applicable Discovery Period) resulting directly from the failure of a Third Party to return such funds which were transferred by an Employee or Outsource Service Provider in error.

The maximum We will pay for all instances of funds transferred in error first Discovered during the Period of Insurance (or applicable Discovery Period) is the Limit of Indemnity stated in The Schedule.

We will only cover You after You have exhausted every reasonable course of action to secure recovery of funds which are held in Your name.

We will not cover You

- (1) for any consequential loss including but not limited to loss of potential income, interest, dividends or additional expenditure based on incorrect figures and reports
- (2) where the person acted upon an instruction to transfer funds which was intended to deceive.

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## Public Utilities Fraud

Notwithstanding the Public Utilities Fraud exception, We will cover You in respect of charges for which You are legally liable following the direct theft or diversion of gas, water or electricity by a Third Party from The Premises provided that such theft or diversion is first Discovered during the Period of Insurance (or applicable Discovery Period).

The maximum We will pay is the Limit of Indemnity stated in The Schedule.

We will not cover You for charges relating to such theft or diversion which occurred more than ninety days prior to the date of Discovery.

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## Telecommunications Fraud

Notwithstanding the Telecommunications Fraud exception, We will cover You in respect of charges for which You are legally liable following fraudulent and unauthorised access and use by a Third Party of a Telecommunications System provided that such fraudulent and unauthorised access and use is first Discovered during the Period of Insurance (or applicable Discovery Period).

The maximum We will pay is the Limit of Indemnity stated in The Schedule.

If in relation to a claim, You have failed to fulfil the following condition, We will not pay that claim.

You must ensure that the Telecommunication System is protected by a Personal Identification Number (PIN), password or similar access controls allowing a maximum of three unsuccessful attempts.

We will not provide cover for charges relating to unauthorised use which occurred more than thirty days prior to the date of Discovery.

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## Cheques Fraud

We will cover You for Loss first Discovered during the Period of Insurance (or applicable Discovery Period), resulting from Cheques Fraud committed by a Third Party.

The maximum We will pay for all instances of Cheques Fraud first Discovered during the Period of Insurance is the Limit of Indemnity stated in The Schedule.

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## Third Party Computer and Funds Transfer Fraud

We will cover You for Loss first Discovered during the Period of Insurance (or applicable Discovery Period), resulting from Computer Fraud or Funds Transfer Fraud committed by a Third Party.

The maximum We will pay for all instances of Computer Fraud or Funds Transfer Fraud first Discovered during the Period of Insurance is the Limit of Indemnity stated in The Schedule.

## Clauses

*These clauses apply and are stated in The Schedule*

### Business Interruption Costs

We will cover You for Business Interruption Costs, for a period of up to 90 days.

The maximum We will pay under this Clause during the Period of Insurance is stated in The Schedule, such amount being part of and not in addition to the Limit of Indemnity applicable to the associated Loss covered by this policy.

### Contractual Penalties

We will cover You for any amount that You are contractually required to pay (except damages for breach of contract).

The maximum We will pay under this Clause during the Period of Insurance is stated in The Schedule, such amount being part of and not in addition to the Limit of Indemnity applicable to the associated Loss covered by this policy.

### Discovery Period

If this policy is not renewed by either You or Us at the end of the Period of Insurance and no similar insurance policy is effected elsewhere, You have a Discovery Period, as stated in The Schedule, commencing immediately following the date of expiry but only in relation to Losses or circumstances which have occurred during the Period of Insurance. Such Losses and circumstances notified to Us during the Discovery Period are deemed to have been notified during the Period of Insurance.

The Discovery Period shall terminate immediately upon the commencement date of any similar insurance policy obtained by You that covers (or but for the existence of this policy would cover) the Loss in whole or in part.

No Discovery Period will be available following cancellation of the policy in accordance with the provisions of the Cancellation Condition.

### Expenses

We will cover You for Expenses.

The maximum We will pay for any Single Loss is stated in The Schedule, such amount being in addition to the Limit of Indemnity applicable to the associated Loss covered by this policy.

### Loss of Interest

We will cover You in respect of the amount of any interest that would have been received by You or that has become payable by You, provided that Our liability for such interest received or payable is calculated by applying the average of the Bank of England base rate in force between the time You sustain such Loss and the date of Discovery of the Loss.

The maximum We will pay under this Clause during the Period of Insurance is stated in The Schedule, such amount being part of and not in addition to the Limit of Indemnity applicable to the associated Loss covered by this policy.

### Payment for Court Attendance

We will pay You compensation for any principal, partner, Member, director or Employee who is required as a witness to attend

- (1) court,
- (2) an arbitration or mediation by legal advisors,
- (3) a meeting with the police or other law enforcement authorities at their offices or
- (4) a consultation with a barrister acting with Our written consent.

The compensation We will pay per day is stated in The Schedule.

The maximum We will pay for any Single Loss is stated in The Schedule, such amount being in addition to the Limit of Indemnity applicable to the associated Loss covered by this policy.

## Claims Conditions

Applicable to this Section

### **Important Notice**

***If in relation to any claim, You fail to fulfil or observe the requirements imposed upon You by these claims conditions You may lose Your right to cover or payment for that claim.***

### **Claims Notification**

You must

- (1) tell Us as soon as reasonably practicable after Discovery and in any event no later than 60 days after Discovery, and
- (2) provide Us with all information and help We require in respect of the claim and, at Your expense, a written claim containing as much information as possible of the loss including the amount of the claim, and
- (3) provide Us with conclusive proof of loss with full details within six months of the date of Discovery.

Any written notice should be sent to:

The Senior Claims Manager

Aviva Corporate and Speciality Risk

St Helens

1 Undershaft

London EC3P 3DQ

Tel: 020 7157 2569

**Email:** [prclms@aviva.co.uk](mailto:prclms@aviva.co.uk)

## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

### Acquisitions

#### During the Period of Insurance

We will automatically extend cover to include any new Subsidiary Company or Associated Company which You create or acquire during the Period of Insurance, provided that the new Subsidiary Company or Associated Company

- (1) is registered and domiciled in the Territorial Limits
- (2) has a gross annual turnover and total number of Employees which is less than 25% of Your combined total gross annual turnover and combined total number of Employees respectively (including for the avoidance of any doubt those of any Subsidiary Companies and Associated Companies declared to Us before the new acquisition or creation)
- (3) has not in the preceding three years had a loss or series of related losses which exceed the lesser of
  - (a) 50% of the Limit of Indemnity that would have been applicable had such loss or series of related losses been recoverable under this policy, or
  - (b) £1,000,000
- (4) carries out business activities which are not materially different to The Business, and
- (5) has security and fraud risk control procedures which match or exceed those most recently advised to Us by You.

If the new Subsidiary Company or Associated Company does not meet all of the conditions noted in (1) to (5) above, We will automatically provide cover from the date of creation or acquisition for a period of 90 days during which time The Policyholder first named in The Schedule must provide Us with full details of such new Subsidiary Company or Associated Company and pay Us any additional premium We may reasonably require to provide cover. Failure to provide such details and to pay any additional premium during the 90 day period will result in any claim under this Section by the new Subsidiary Company or Associated Company being barred.

Unless otherwise agreed in writing by Us, cover under this Section shall only apply to any crime committed after the date of the creation or acquisition of the new Subsidiary or Associated Company.

#### Prior to the Period of Insurance

Unless otherwise agreed in writing by Us, any Subsidiary Company or Associated Company acquired or established by You prior to the Period of Insurance shall only be covered under this Section in relation to loss caused by any crime committed after the date on which such Subsidiary Company or Associated Company was acquired or established by You.

#### Acquisition of The Policyholder first named in The Schedule

Unless otherwise agreed in writing by Us, this Section shall terminate for all of You upon

- (1) a change in ownership of the controlling interest of the share capital of The Policyholder first named in The Schedule, or
- (2) a person or persons acting in concert acquiring a majority of the voting rights to appoint or remove directors of The Policyholder first named in The Schedule, or the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, administrator, supervisor, trustee or other similar insolvency appointee or fiduciary in respect of The Policyholder first named in The Schedule.

Following termination, The Policyholder first named in The Schedule may continue to notify Loss first Discovered during the Period of Insurance or any applicable Discovery Period, provided that We will only provide indemnity in respect of any crime committed prior to the event described in (1) or (2) above.

### Authorisation

It is a condition of this Section that The Policyholder first named in The Schedule acts for all of You with respect to the

- (1) giving and receiving of notice of Discovery
- (2) payment of premiums and the receiving of any return premiums that may become due under this Section
- (3) negotiation of claims and receipt of claims payments
- (4) negotiation, agreement to and acceptance of endorsements, and
- (5) giving or receiving of any notice provided for in this Section

and all of You agree that The Policyholder first named in The Schedule shall so act on Your behalf.

### Basis of Settlement

We will not be liable for more than

- (1) in respect of any claim for loss of Securities the lesser of
  - (a) the market value of Securities on the business day immediately preceding the day on which the loss is Discovered
  - (b) the cost of replacing the Securities

- (2) the equivalent in pounds sterling of any other currency calculated at the rate of exchange applicable on the date of settlement of Your claim. All payments will be in pounds sterling
- (3) in respect of any claim for Reinstatement of Data Costs, the cost of labour for the transcription or copying of electronic data, which You will provide, in order to reinstate such data
- (4) in respect of loss of other Insured Property the lesser of
  - (a) the value of the Insured Property at the date of the loss
  - (b) the cost of repairing or replacing the Insured Property with property of a similar quality and value at the date of the loss.

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### Contracts (Rights of Third Parties)

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

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### Disposals and Closures

Unless otherwise agreed in writing by Us, this Section shall terminate

- (1) for a Subsidiary Company or Associated Company upon
    - (a) the appointment of a liquidator, receiver, administrative receiver, administrator, supervisor, trustee or other similar insolvency appointee or fiduciary in respect of the Subsidiary Company or Associated Company, or
    - (b) it ceasing to be a Subsidiary Company or Associated Company, save that where You sell or dispose of such company, on terms that You remain contractually liable to the purchaser for any Loss sustained by it as a result of a crime which was committed prior to the date of sale or disposal, We will continue to provide over under this Section to the company provided that
      - (i) it ceased being a Subsidiary Company or Associated Company no more than two years prior to commencement of the Period of Insurance during which a Loss is Discovered
      - (ii) it had been continuously insured by Us under this Section (or a policy issued by Us for which this is a replacement) during the two years prior to the sale or disposal, and
      - (iii) the crime (or for the purposes of cover under Impairment of Money and Securities the disappearance, damage or destruction) giving rise to the Loss occurred during a period when We insured the company under this Section and prior to the date that such entity ceased being a Subsidiary Company or Associated Company
  - (2) for a Benefit Scheme upon it being closed, wound up or transferred to an entity other than The Policyholder.
- Following termination pursuant to this condition, The Policyholder first named in The Schedule may continue to notify Loss first Discovered during the Period of Insurance (or applicable Discovery Period), provided that We will only provide indemnity in respect of any crime committed prior to the event described in (1) or (2) above.

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### Joint Policy

Each of You are deemed for all purposes under this Section to be insured jointly and not separately for their respective several insurable interests.

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### Non Accumulation

In the event that

- (1) You incur Losses, Expenses, or other losses, which together constitute a Single Loss, over more than one Period of Insurance, or
- (2) a Single Loss arises from or is attributable to more than one act committed over more than one Period of Insurance, or
- (3) a Single Loss arises from or is attributable to one originating cause that spans more than one Period of Insurance,

You may only submit a single claim in respect of the Single Loss, in respect of which the Limit of Indemnity shall be that applying to the Period of Insurance during which the loss or Loss was first Discovered.

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### Non Assignment

No change in, modification of, or assignment of any interest under this Section shall be effective except when made by written endorsement to this Section duly executed on Our behalf.

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### Our Liability

- (1) The maximum amount which We will pay for or in connection with any Single Loss first Discovered during any one Period of Insurance (or applicable Discovery Period) shall not exceed the Limit of Indemnity applicable to such Single Loss.
- (2) Should more than one Cover apply to a Single Loss, the maximum amount We will pay will be the highest single Limit of Indemnity applicable to such Single Loss.
- (3) Our liability applies in excess of the total amount of the Excess applicable to any Single Loss
- (4) The Limit of Indemnity does not apply separately for each of You.



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## Other Insurances

Where any loss covered by this Section is also covered by another valid and collectible insurance policy, indemnity or bond (excluding any policy which is specifically stated to operate in excess of this Section and names Us as the primary insurer) or would be so covered but for the existence of this Section, We will not be liable to indemnify You except in respect of any excess beyond the amount which would be payable under such other insurance policy had this Section not been effected.

If recovery is not available under the other insurance, indemnity or bond, due to a breach of a warranty term or condition, then this Section will continue to sit in excess of such other limit as though recovery had been available.

Where part of a loss is covered under this Section and part under a policy held by You which predates this Section, the Excess applicable to the loss under this Section shall be reduced by the excess or deductible actually applied to the loss under such prior policy.

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## Recoveries

If any Loss, Expenses, costs, charges, interest or other amounts are recovered they will be distributed first to cover the costs of recovery, then to You for the amount of Your loss in excess of the Limit of Indemnity, then to Us for the amount paid under the claim and then to You for the amount of the Excess.

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## Termination

The commencement of cover under this Section shall terminate, if not already terminated, all Our previous liability to You under any prior policies, including liability arising by reason of any discovery period stated in such policies.

## Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

### Authorised Agents and Representatives

We will not provide cover for loss due to Theft, fraud or dishonesty committed by an agent or representative to whom You have entrusted Money, Securities or Insured Property or to whom You have given the means to obtain access to Your Money, Securities or Insured Property.

This exception shall not apply

- (1) to a Loss which is not connected to the Money, Securities or Insured Property which was entrusted to the agent or representative or to which they were given access, or
- (2) to the cover provided under Outsource Service Provider Crime.

### Corporate Valuations

We will not provide cover for loss resulting from an assertion that the price or other consideration paid by You for the acquisition of a company or other legal entity was dishonestly inflated.

### Discovery Prior to the Period of Insurance

We will not provide cover for loss first Discovered prior to the commencement of the Period of Insurance.

### Excess

We will not provide cover for the Excess shown in The Schedule.

### Financial and Trade Sanctions

We will not provide cover for loss where the payment of a claim or provision of a benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

### Financial Trading

We will not provide cover for loss resulting directly or indirectly from any credit arrangement, false accounting, trading or dealing in Securities, commodities, futures, options, derivatives, warrants, currencies, foreign exchange or the like unless the loss was caused directly by an Internal Crime committed by an identifiable Employee and would otherwise have been covered by this Section.

### Inventory Losses

We will not provide cover for loss, the proof of which is dependent upon an inventory calculation or profit and loss calculation alone. However, where You establish through evidence, apart from such calculation, that You have sustained a Loss caused by an Internal Crime committed by an identifiable Employee, then You may offer Your inventory records and actual physical count of inventory in support of the amount of Loss claimed.

### Kidnap, Ransom and Extortion

We will not provide cover for loss resulting directly or indirectly from kidnap, ransom or extortion by a Third Party or Outsource Service Provider (not acting In Collusion with an Employee), including any negotiation, investigation, travel or medical costs, medical fees or ancillary expenses.

### Loss after Discovery

We will not provide cover for loss caused by

- (1) an Employee after You have discovered any act of Theft, fraud, dishonesty, malicious damage or criminal damage by that Employee
  - (a) whilst in Your service or being employed by You, or
  - (b) prior to being in Your service or being employed by You.
- (2) an Outsource Service Provider after You have discovered any act of Theft, fraud, dishonesty, malicious damage or criminal damage by that Outsource Service Provider.

### Loss Between You

We will not provide cover for loss sustained by one of You to the advantage of any other of You.

### Loss or Damage by Fire and Explosion

We will not provide cover for loss or damage caused by fire or explosion.

This exception does not apply to

- (1) loss or damage to Money or Securities, or
- (2) damage to a safe, vault, cash register, cash box or cash drawer.

### Major Shareholders

We will not provide cover for loss resulting from the fraudulent or dishonest actions of any person who at the time of such fraud or dishonesty legally or beneficially controlled more than 20% of the share or other capital in any one or more of You. However, if such loss would have been covered in the absence of this exception then We will pay that part of loss which is in excess of the value of their shareholding on the day immediately preceding the date of Discovery. Where You are listed on a public exchange, the shareholding will be deemed to be Your value on the day immediately preceding the date of Discovery. Where You are not listed on a public exchange, the

shareholding value is calculated using Your net worth as disclosed by Your most recent annual audited report and consolidated accounts.

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### Public Utilities Fraud

We will not provide cover for loss or damage arising from the direct theft or diversion of gas, water or electricity by a Third Party from the Premises other than that specifically stated under the Public Utilities Fraud Cover.

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### Terrorism

We will not provide cover for any loss or consequence whatsoever resulting directly or indirectly from or in connection with Terrorism, or any action in controlling, preventing, suppressing or in any way relating to Terrorism, regardless of any other contributory cause or event.

In any action, suit or other proceedings, where We allege that by reason of Our definition of Terrorism any claim is not covered by this policy by virtue of this exception, the burden of proof shall shift so that We will not be required to prove that the claim falls within this exception, but You will be required to prove that the claim does not fall within this exception.

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### Telecommunications Fraud

We will not provide cover for loss or damage arising from fraudulent and unauthorised access and use by a Third Party of any telephone systems owned or leased by You other than that specifically stated under the Telecommunications Fraud Cover.

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### Trade Secrets and Confidential Information

We will not provide cover for loss of or damage to or disclosure of proprietary information, trade secrets, confidential processing methods, intellectual property, customer details or other confidential information of any kind.

This exception shall not prevent a claim for Loss caused by an Internal Crime which was itself only capable of being perpetrated because of a loss or disclosure of proprietary information, trade secrets, confidential processing methods, intellectual property, customer details or other confidential information of any kind.

## Definitions

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

### Associated Company

Any company or other entity in which The Policyholder first named in The Schedule directly or indirectly

- (1) owns less than 50% of the share or other capital, and
- (2) retains management control, and
- (3) sets security and fraud risk control procedures.

### Benefit Scheme

Any

- (1) pension scheme, pension programme or pension plan
- (2) profit sharing, share option or share purchase scheme, or
- (3) health and welfare or other Employee benefit plan or trust

established and conducted by You for the benefit of any Employee and their families and dependants and for which You are the sponsoring employer.

### Business Interruption Costs

Any

- (1) rental fees for additional temporary replacement equipment and temporary additional premises, or
- (2) costs of additional temporary external workforce and overtime of Employees, or
- (3) costs related to transportation of equipment or documents

which exceed Your usual operational costs and are necessary to restore the normal course of operations of The Business.

This definition does not include any

- (1) Reinstatement of Data Costs
- (2) fees or costs incurred within the first 48 hours after Discovery of Loss.

### Cheque

Cheque, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a fixed amount which is shown on the document.

### Cheques Fraud

Any act of Forgery or fraudulent alteration of, on or in any Cheque made or drawn by You against an account You hold with a financial institution located within the Territorial Limits to pay a specified third party or purporting to have been made or drawn as set out above.

### Client

Any natural person, firm, company, organisation or association to whom You provide goods or services (other than a Benefit Scheme) under a written contract or for a fee.

### Computer Fraud

The intentional taking of Insured Property by fraudulent use of computer hardware, systems, software or programs operated by You.

### Discovery

When any director, partner, Member, trustee, officer, department director, senior manager or equivalent of Yours, who is not In Collusion with a dishonest Employee, dishonest Outsource Service Provider or dishonest Third Party,

- (1) first becomes aware of any act, event or matter which would cause a reasonable person to believe that a crime had occurred or
- (2) receives notice of an actual or potential claim alleging facts which could give rise to a Loss under this Section

Any Discovery made by any one of You shall constitute a Discovery made by all of You.

### Discovery Period

The period following the expiry of the Period of Insurance during which You may first Discover and be able to continue to notify acts, events or matters likely to give rise to a Loss under this Section.

### Employee

Any identifiable, natural person, whilst engaged by You for the purposes of The Business (save in respect of category (4) below)

- (1) who is a member of Your board of directors or equivalent management board
- (2) while under a full-time, part time or temporary contract of service with You (other than members of Your board of directors or equivalent management board) in the ordinary course of The Business whom You

remunerate by salary, wages or commissions and have the right to govern and direct in the performance of such service

- (3) who
  - (a) is under a work experience or training scheme with You
  - (b) works exclusively as a consultant for You and for no other party, while under a contract for services
  - (c) is assigned to perform duties for You by an agency furnishing personnel on a permanent or part-time or contingent basis, or
  - (d) is a student, secondee or volunteer working for You whom You have the right to govern and direct such person in the performance of such duties
- (4) whose acts have caused a Loss covered by this policy and who would have fallen into categories (1) to (3) above, had their service or employment with You not been terminated, provided that
  - (a) no more than 90 days have elapsed between the termination of their service or employment with You and the date of the Loss, and
  - (b) such person's employment was not terminated as a result of an Internal Crime,
- (5) who would fall into categories (1) to (3) above but whom You are unable to identify by name, provided that You are able to submit evidence that reasonably proves to Our satisfaction that the Loss was due to the act of a person falling within categories (1) to (3) above.

Provided that an Employee shall not mean any person who works for or acts on behalf of an external auditor, accountant, broker, investment adviser or investment manager, factor, commission merchant, consignee or other similar agent or representative whose services are employed by You.

### Excess

The first part of each and every Single Loss which is payable by You rather than Us. The amount of the Excess is stated in The Schedule.

### Expenses

Any

- (1) Investigation Costs
- (2) Legal Defence Costs
- (3) Mitigation Costs
- (4) Reinstatement of Data Costs
- (5) Reputational Recovery Costs
- (6) Property Damage Costs

incurred by You with Our prior written consent.

### Financial Trading

The purchase, sale or exchange transactions, repurchase agreements or other dealings by or on behalf of You concerning securities, metals, commodities, funds, currencies, foreign exchange and interests therein, and the like, together with all forms of derivatives.

This definition does not include the purchase of inventory in the normal course of The Business.

### Forgery

The signing of the name of one person by another person with the intent to deceive but not

- (1) the signing of a person's name signed by that person with or without authority in any capacity for any purpose, or
- (2) genuinely signed instruments which are false as to contents.

Mechanically reproduced facsimile signatures will be treated exactly as if they were hand-written signatures.

### Funds Transfer Fraud

- (1) Electronic instructions issued from a terminal or computer on The Premises to a bank or financial institution at which You hold an account directing them to make a payment for a fixed amount from Your account,
- (2) Facsimile instructions sent from a facsimile or other machine which scans a document, sends it electronically over a telecommunications network so that a facsimile can be printed on receipt, to a bank or financial institution at which You hold an account directing them to make an electronic payment for a fixed amount from Your account,
- (3) Telephone instructions made by an Employee over a telephone or telecommunications network to a bank or financial institution at which You hold an account directing them to make an electronic payment for a fixed amount from Your account, or
- (4) Original written instructions signed in accordance with Your bank mandate issued to Your bank or financial institution at which You hold an account directing them to make an electronic payment for a fixed amount from Your account including instructions to make one payment or payments at specified intervals or under specified conditions

which purport to have been sent, issued, given or transmitted by You but were in fact fraudulently sent, issued, given or transmitted without Your knowledge or consent.

### In Collusion

Where two or more people are involved or implicated together or where they assist each other materially in order to commit dishonest or fraudulent acts.

### Insured Property

Any tangible property other than Money or Securities.

### In Transit

The carriage of an item outside The Premises while in the custody of

- (1) an Employee, or
- (2) any other person authorised by You.

### Internal Crime

Acts of Theft, fraud or dishonesty committed by any Employee (acting alone or In Collusion)

- (1) with the deliberate intent of causing You Loss, or
- (2) where such dishonesty involves Financial Trading, with the deliberate intention of obtaining an improper personal financial gain for the Employee concerned or any other person or organisation intended by the Employee to receive such gain.

For the purpose of this definition "improper personal financial gain" does not include salary, commissions, fees, bonuses, promotions or other emoluments or benefits legitimately earned or paid in the normal course of employment.

### Investigation Costs

Independent investigation costs, incurred by You to substantiate the cause and amount of any Loss covered by this Section, including professional fees.

This definition does not include costs paid by You for salaries, wages or any similar expenditure.

### Legal Defence Costs

Legal fees, costs or expenses incurred and paid by You to defend any legal proceeding, which You subsequently establish has resulted directly from a Loss covered by this Section.

This definition does not include costs incurred under the cover for

- β Outsource Service Provider Crime

### Limit of Indemnity

The amount stated in The Schedule applicable to each Cover.

### Loss

Any

- (1) direct financial loss sustained by You,
- (2) loss of Insured Property leased or hired by You for which You are legally liable, and
- (3) for the purposes of cover under
  - β Outsource Service Provider Crimeloss of Money, Securities or Insured Property not belonging to, leased or hired by You.

### Malicious Code

Unauthorised and corrupting or harmful software code, including computer viruses, Trojan horses, keystroke loggers, spyware, adware, worms and logic bombs.

### Malicious Damage

Any malicious act committed by any Employee (whether acting alone or In Collusion) or Third Party to damage, destroy, erase or delete Data or insert Malicious Code.

### Member

A member of a limited liability partnership formed under the Limited Liability Partnerships Act 2000 or any amendment or re-enactment thereof.

### Mitigation Costs

Any costs and expenses incurred by You, with Our prior written consent, to take action to avoid or reduce any insured Loss provided that the extent of such costs and expenses do not exceed the amount of the Loss which would have occurred had such action not been taken.

### Money

Current

- (1) coins, bank and currency notes and bullion

- (2) postal and money orders, traveller cheques, registered cheques and giro cheques
- (3) postage, revenue, national insurance and holiday pay stamps
- (4) national insurance and holiday pay cards, national savings certificates
- (5) franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers and trading stamps
- (7) VAT invoices
- (8) credit or debit balances held at a bank or financial institution.

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### Obligation(s)

The Condition(s) stated in The Schedule as the Actions You Must Take.

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### Outsource Service Provider

A natural person, firm, company, association or organisation contracted to provide outsourced services to You. Such services include

- (1) legal advice
- (2) payroll, benefits management and human resources
- (3) billing and data entry
- (4) information technology and management consultancy
- (5) facilities management, including security, cleaning and landscaping services.

This definition does not include any external auditor or accountant, insurance intermediary, financial adviser, factor, commission merchant, consignee or similar agent or representative.

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### Property Damage Costs

The costs of replacing or repairing any loss or damage to

- (1) The Premises, or
- (2) any furnishings, fixtures, equipment, safe, vault, cash register, cash box or cash drawer in The Premises which are owned by You or for which you are legally liable.

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### Recruitment Costs

External recruitment costs necessarily and reasonably incurred by You, with Our prior written consent, to recruit any new Employee required to replace any Employee dismissed from The Business as a direct consequence of having committed an act of Theft, fraud or dishonesty covered by this Section.

This definition does not include internal costs such as salaries, wages or any similar expenditure.

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### Reinstatement of Data Costs

The cost of reinstating Data which has been damaged, destroyed, erased or stolen or the costs of removing Malicious Code.

This definition does not include costs arising as a result of

- (1) reinstating Data if there are no analysis files, specification or backups
- (2) reinstating Data if illegal copies of software programs are or have been knowingly used by You
- (3) replacing processing equipment or hardware
- (4) designing, updating or improving Data.

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### Reputational Recovery Costs

Costs and expenses incurred by You, with Our written consent, to employ the services of a public relations or crisis management consultancy to limit adverse publicity following Discovery of a Loss covered by this Section.

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### Securities

Negotiable and non-negotiable instruments or contracts representing Money or property, including but not limited to any note, stock, bond, share, other equity or debt security or carbon credit, but excluding Money.

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### Single Loss

All Losses, costs or expenses arising from or attributable to

- (1) a single act, or
- (2) a number of acts in which the same person is implicated, or
- (3) one originating cause

regardless of the number of You who sustain such Losses, costs or expenses.

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### Subsidiary Company

Any organisation in which The Policyholder first named in The Schedule directly or indirectly holds more than 50% of the voting rights or the issued share capital and retains management control.

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## Telecommunications System

Any private branch exchange (PBX) system which is owned or leased by You and primarily used for business purposes including associated voice mail and call back facilities.

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## Territorial Limits

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

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## Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
  - (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
- caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.
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## The Premises

The land, building or premises owned or occupied by You and from which You conduct The Business.

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## Theft

Criminal and dishonest taking or appropriation with intent to deprive.

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## Third Party

Any person who is not

- (1) an Employee, equity partner, Member, or Outsource Service Provider of Yours or of a parent, related or group company of Yours
- (2) In Collusion with an Employee, equity partner, Member or Outsource Service Provider of Yours or of a parent, related or group company of Yours
- (3) an external auditor or accountant, insurance intermediary, financial adviser, factor, commission merchant, consignee or other similar agent or representative whose services are employed by You.



## Policy Conditions

**The following Policy Conditions apply in addition to the conditions contained in each Section of the policy.**

**These Conditions do not apply to Management Liability and have no effect on that Section. All of the conditions applying to Management Liability are stated in the applicable Section.**

### Alteration of Risk

If there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury or Your interest ceases except by will or operation of law, We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

### Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

### Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above and provided that there have been no:

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (4) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

### Contribution

#### **Applicable to Employers' Liability Section and Public and Products Liability Section**

If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

#### **Applicable to all other Sections insured by this Policy. For Commercial Crime please refer to Other Insurances under the Commercial Crime Section Conditions.**

- (1) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, or would be but for the existence of this policy, We will only pay a rateable share of the loss.
- (2) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (3) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

### Discharge of Liability

We may at any time pay the Limit of Indemnity or the Sum Insured or a smaller amount for which a claim can be settled after deduction of any sum already paid. We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

### Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us to You in respect of the claim (from You or such person depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the policy provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

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## Identification

The policy and The Schedule will be read as one contract.

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## Index Linking

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal in line with any increase in the level of such suitable recognised index or indices as We select.

In the event of a reduction in the level of such index or indices We will retain your existing amounts insured unless You advise Us otherwise.

These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement.

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## Non Disclosure, Misrepresentation or Misdemeanor

### (1) Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before the policy was entered into, then:

- β where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- β where the breach was neither deliberate nor reckless, and but for the breach:
  - β We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
  - β We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
  - β We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

### (2) Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- β where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- β where the breach was neither deliberate nor reckless, and but for the breach:
  - β We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - β We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
  - β We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

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## Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide plans, documents, books, and/or any information which We require. We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

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## Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

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## Severability of Interest

**Applicable to all Sections other than the Employers' Liability Section and the Public and Products Liability Sections, in respect of which, the Cross Liabilities clause shall apply.**

If The Policyholder comprises more than one party, each operating as a separate and distinct entity, this policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that for the purposes of the

- (1) Loss Limit;
  - (2) Total Sum Insured;
  - (3) Sum Insured;
  - (4) Limits of Liability;
  - (5) Total Cover Limit; or
  - (6) any other cover limit, limit of liability or indemnity, and/or any amount payable stated in The Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between
- (a) Aviva as one party  
and
  - (b) The Policyholder, as the other party.

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## Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.



## Policy Exceptions

**The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the exceptions contained in each Section of the policy.**

**These Exceptions do not apply to Management Liability and have no effect on that Section. All of the exceptions applying to Management Liability are stated in the applicable Section.**

We will not provide cover in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
  - (a)
    - (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
    - (ii) mutiny or military uprising, martial law
  - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the Property Damage, Business All Risks, Money and Assault, Goods in Transit, Contract Works, Machinery, Plant and Equipment, Computer, Cyber, Business Interruption Sections, when insured by this policy
- (2) exceptions (1) (a) (b) and (c) do not apply to the Terrorism and Employers' Liability Sections, when insured by this policy
- (3) exception (1) (b) does not apply to the Public and Products Liability Section or the Group Personal Accident Section when insured by this policy.
- (4) exceptions (1) (a) and (1) (c) do not apply to the Group Personal Accident Section and Business Travel Sections, when insured by this policy, while the Insured Person is actually engaged on an Insured Journey abroad.
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from
  - (a)
    - (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
    - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (b) the use of any weapon or device
    - (i) dispersing radioactive material and/or ionising radiation, or
    - (ii) using atomic or nuclear fission and/or fusion or other like reaction
  - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended

However,

- (1) exception (2) (b) does not apply to the Employers' Liability and Public and Products Liability Sections when insured by this policy
- (2) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
  - (a) indemnify another party, or
  - (b) assume the liability of another party.
- (3) exceptions (2) (a) and (2) (b) do not apply to the Terrorism Section when insured by this policy
- (3) Money, negotiable instruments and specie, securities and bonds, jewellery, precious stones and metals, bullion, furs, curios and antiques, rare books, works of art, goods held in trust or on commission, documents, manuscripts, business books, computer systems records, explosives and hazardous substances, property in transit unless specifically mentioned.

However, Exception (3) does not apply to the Terrorism, Commercial Crime, Employers' Liability, Public and Products Liability and Commercial Legal Protection Sections when insured by this policy.

- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
  - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device
  - (b) media or systems used in connection with anything referred to in (4) (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under the Property Damage, Business All Risks, Money and Assault, Goods in Transit, Contract Works, Machinery, Plant and Equipment, Computer, Cyber and Business Interruption Sections, but only to the extent that such claim would otherwise be insured under that Section.
- (2) exceptions (4) (a) and (4) (b) do not apply to the Terrorism, Commercial Crime, Employers' Liability and Group Personal Accident Sections when insured by this policy.

### Definition

The following definition only applies to this exception

#### **'Defined Contingency'**

fire, lightning, explosion, aircraft and other aerial and/or spatial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

## Definitions

**Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative Definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in the sections of this policy headed 'Policy Introduction', 'Contents', 'Contact Details for Claims and Help', 'Complaints Procedure' and 'Important Information' and in headings and titles.**

**These Definitions do not apply to Management Liability and have no effect on that section. All of the Definitions applying to Management Liability are stated in the Management Liability section.**

### Aggregate Deductible Limit

The amount specified in The Schedule being the total of all Deductible amounts that You will be responsible for during the Period of Insurance after allowance has been made for any Non-Ranking Deductible amounts.

### Buildings

The building including:

- (1) landlords' fixtures and fittings, annexes and outbuildings
- (2) walls, gates and fences, car parks, barriers, forecourts, roads and pavements
- (3) underground pipes, cables and wires.

### Combined Deductible

The amount specified in The Schedule for which You will be responsible in respect of any one occurrence and which will be deducted from the total amount payable under any one or a combination of the Sections of this policy, after the application of all other terms and conditions of this policy including any Average condition.

The Schedule will state if a Deductible is combined and which Sections it applies to.

In the event of any Aggregate Deductible Limit being exceeded, then the amount shown in The Schedule as the Drop-Down Deductible will be deemed to be the Deductible in respect of all claims during the remainder of the Period of Insurance.

Deductible amounts are exclusive of any Limits of Liability stated in The Schedule and/or policy unless otherwise stated.

### Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunications equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

### Data

All information which is electronically stored or represented, or contained on any current and back-up disks, tapes or other materials or devices used for the storage of data including but not limited to operating systems, records, programs, software or firmware, code of series of instructions.

### Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

### Debris Removal

Costs and expenses necessarily incurred by You with Our consent for removal of debris, dismantling, demolishing, shoring or propping up of the parts of property which have suffered Damage insured under this Section.

We will not provide cover for costs or expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section.

### Deductible(s)

The amount specified in The Schedule for which You will be responsible and which will be deducted from each and every claim, after the application of all other terms and conditions of this policy including any Average condition.

In the event of any Aggregate Deductible Limit being exceeded, then the amount shown in The Schedule as the Drop-Down Deductible will be deemed to be the Deductible in respect of all claims during the remainder of the Period of Insurance.

Deductible amounts are exclusive of any Limits of Liability stated in The Schedule and/or policy unless otherwise stated.

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## Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial and/or spatial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood
- (8) escape of water from any tank apparatus or pipe
- (9) falling trees
- (10) impact by any vehicle or animal or by goods falling from either
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

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## Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

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## Drop-Down Deductible

The amount shown in The Schedule which replaces the Deductible during the remainder of the Period of Insurance, in the event of an Aggregate Deductible Limit being exceeded.

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## Employee(s)

Any person who is

- (1) under a contract of service or apprenticeship with You, borrowed by or hired to You, a labour master or supplied by a labour master, employed by labour only sub-contractors, self-employed, under a work experience or training scheme, a voluntary helper while working under Your control in connection with The Business
- (2) outworker or homeworker when engaged in work on Your behalf.

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## Excess / Excesses

The amount(s), to be deducted after the application of any Average condition, specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises. You will repay any such amount paid by Us.

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## Failure

Any partial or complete reduction in the performance, availability, functionality or the ability to recognise or process any data or time of any Computer and Electronic Equipment, electronic means of communication or website.

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## Fees

Architects' surveyors, consulting engineers' legal and other fees necessarily incurred in the reinstatement of Property Insured following Damage by any contingency insured against but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scales of the various institutions and/or bodies relating to such charges.

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## Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, loss of data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

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## Machinery Plant and All Other Contents

Machinery and plant, fixtures and fittings, garden furniture and All Other Contents, Your property or held by You in trust including your interest in any Tenants improvements, fixtures and fittings, structural alterations, additions and decorations.



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## Money

Any physical coin and/or bank currency note, postal and money order, bankers' draft, cheque and giro cheque, crossed warrant, bill of exchange and securities for money, postage, revenue, national insurance and holiday with pay stamp, national insurance and holiday with pay card, national savings certificate, war bond, premium savings bond and franking machine impression, credit company sales voucher, luncheon voucher and trading stamp, VAT invoice, all of which are current and legal tender.

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## Non-Ranking Deductible

The amount of non-ranking deductible will be shown in The Schedule. Any claims below this amount will not contribute to the erosion of the Aggregate Deductible Limit.

Claims above the non-ranking deductible amount, up to the amount of the Deductible, will contribute towards the erosion of the Aggregate Deductible Limit in full.

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## Period of Insurance

From the effective date until the expiry date, both shown in The Schedule, or any subsequent period for which We accept payment for renewal of this policy.

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## Prescribed Territories

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

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## Stock and Materials in Trade

Stock and Materials in Trade belonging to You or held by You in trust or on commission for which You are responsible, at The Premises. Declarations, if applying, will be stated in The Schedule.

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## The Business

Activities directly connected with the business specified in The Schedule.

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## The Premises

The premises specified in The Schedule.

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## The Schedule

The document(s) which specifies details of The Policyholder, The Premises, Insured Persons, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Operative Time of Cover and any Deferment Period(s), Endorsements and Conditions applying to this policy.

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## Unattended Vehicle

Any vehicle where neither You or any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

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## Unoccupied

Any building or portion of a building that is

- (1) not physically occupied by You or Your Employees during Your normal working hours, and/or
- (2) not used for the purposes of The Business, and/or
- (3) empty, vacant, disused, untenanted or unfurnished, and/or
- (4) awaiting refurbishment, redevelopment, renovation or demolition

for a period in excess of 45 consecutive days.

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## Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

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## We / Us / Our / Aviva

Aviva Insurance Limited.

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## You / Your / The Policyholder

The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.





## Your Management Liability Section





## Cover

***This Section consists of individual Covers. The Schedule confirms the Covers You have purchased and are insured under and gives precise details of the Limits of Indemnity of Your insurance protection.***

### Directors & Officers Liability Cover

Our total liability under this Directors & Officers Liability Cover (except under the clause for Additional Limits of Indemnity for Insured Persons and Non-Executive Directors) shall not exceed the Limit of Indemnity. Any inner limits shown are part of and not in addition to the Limit of Indemnity.

We shall not be liable for the Excess.

We will waive the Excess if a final adjudication or a complete and final settlement exonerates all Insured Persons involved in such Claim from liability and imposes no recourse.

### Insured Person

We will indemnify or pay the loss of any Insured Person for Loss arising from a Claim as the result of a Wrongful Act, provided that

- (1) such Claim is first made during the Period of Insurance against such Insured Person and notified to Us in accordance with the Claims Conditions and
- (2) such Loss is not recoverable by the Insured Person from the Company.

### Company Reimbursement

In the event that the Company is required or permitted to indemnify an Insured Person, We will indemnify on the Company's behalf Loss arising from a Claim as the result of a Wrongful Act, provided that

- (1) such Claim is first made during the Period of Insurance against such Insured Person and notified to Us in accordance with the Claims Conditions and
- (2) such Loss is not recoverable by the Company from any other source, including but not limited to any more specifically relevant and collectable insurance policy.

### Legal Representation Expenses

We will pay the Legal Representation Expenses, incurred with Our prior consent, of any Insured Person arising directly in relation to any

- (1) Formal Investigation, where an Insured Person is, during the Period of Insurance, in writing, first required to appear before, produce documents to, or identified as being the subject of, any examination, enquiry or investigation by an Official Body
- (2) Pre-Investigation

This Cover does not apply to any routine regulatory, audit, compliance or internal review, inspection or examination.

## Clauses for Directors & Officers Liability Cover

### Additional Limits of Indemnity for Insured Persons and Non-Executive Directors

- (1) We will provide an additional indemnity for Loss in respect of an Insured Person if the Limit of Indemnity of this Cover is exhausted, provided that
  - (a) further liability shall only be for Loss covered under Directors & Officers Liability Cover, and
  - (b) We will not provide such indemnity until all other limits written specifically in excess of this Cover have been exhausted by payment of matters covered under such insurance.

The most We will pay under part (1) of this clause for all Insured Persons per Claim, which is in addition to the Limit of Indemnity, is shown on the Schedule.

- (2) We will provide an additional indemnity for Defence Costs in respect of a non-executive director of the Company if the Limit of Indemnity of this Cover for the Period of Insurance is exhausted, provided that
  - (a) further liability shall only be for Defence Costs covered under Directors & Officers Liability Cover, and
  - (b) We will not provide such indemnity until part (1) above has been exhausted.

The most We will pay under part (2) of this clause for all non-executive directors of the Company, which is in addition to the Limit of Indemnity, is shown on the Schedule.

### Bail Bond Costs

We will pay on behalf of any Insured Person, Bail Bond Costs incurred directly in connection with a Claim covered under this Section during the Period of Insurance.

The most We will pay under this clause is shown on the Schedule.

### Civil Fines and Penalties

We will pay, on behalf of any Insured Person, civil fines or penalties imposed by any Official Body, as a direct result of that Insured Person acting in their capacity as such, unless the civil fine or penalty is deemed uninsurable.

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## Court Attendance Costs

We will pay to the Insured a fixed amount per Insured Person for each day (or part thereof) any such Insured Person is required to attend court or a Formal Investigation in connection with a Claim for which there is cover under this Section.

The most We will pay under this clause is shown on the Schedule.

---

## Court Deprived Assets Additional Costs

Where during the Period of Insurance an Insured Person, in relation to a Claim covered under this Section, is the subject of an interlocutory or interim court order which controls, freezes, suspends, confiscates or creates a charge over the real property or personal assets of an Insured Person, and provided any personal allowance ordered by the court in their respect has first been exhausted, We will pay the cost of the following for which the Insured Person is responsible, direct to their provider

- (1) school fees
- (2) housing
- (3) supply of utilities
- (4) private insurances

for a period of 6 months from the relevant court order or until the date of its discharge, whichever is the lesser period.

The most We will pay under this clause is shown on the Schedule.

---

## Crisis Event and Reputation Protection Costs

We will pay reasonable and necessary costs and expenses incurred, with Our prior written consent, by the Insured Person to employ the services of an external public relations consultant, crisis management firm or law firm solely for guidance to minimise or limit negative publicity or media attention arising from a Crisis Event, provided that the Crisis Event may become the subject of a Claim under this Cover.

The most We will pay under this clause is shown on the Schedule.

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## Data Confidentiality

We will indemnify or pay the loss of any Insured Person for Loss arising from any Claim as the result of a Wrongful Act connected to the use of data owned by the Company or for which the Company is legally responsible.

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## Defence Costs for Extradition, Deportation and Asset Protection

We will pay Defence Costs on behalf of any Insured Person to defend or seek the discharge or revocation of any court order made in proceedings commenced during the Period of Insurance, concerning

- (1) confiscation, assumption of ownership and control, suspension or freezing of the Insured Person's assets
- (2) charges over the Insured Person's real property or personal assets
- (3) temporary or permanent prohibition placed upon the Insured Person by reason of holding office or performing the function of Director or Officer of the Company
- (4) restriction of the Insured Person's liberty to a specified domestic residence or an official detention
- (5) deportation of the Insured Person following a court order revoking a valid current immigration status for reasons other than the criminal conviction of the Insured Person
- (6) an official request for, or warrant for arrest for the purpose of, extradition of the Insured Person.

For the purposes of this clause, where We have given Our prior written consent, the definition of Defence Costs shall be extended to include reasonable and necessary fees costs and expenses for

- (a) accredited counsellors or tax advisors retained by any Insured Person in connection with Extradition Proceedings against that Insured Person
- (b) public relations consultants retained by any Insured Person in connection with Extradition Proceedings against that Insured Person
- (c) travel and accommodation costs (as agreed with Us) for the Insured Person, his/her lawful spouse or domestic partner and any children under the age of eighteen years of age for one return trip taken directly in connection with any extradition proceedings.

The most We will pay under this clause is shown on the Schedule.

---

## Derivative Investigation Costs

We will pay the Derivative Investigation Costs of an Insured Person, incurred with Our prior written consent, arising from

- (1) a written derivative demand by any shareholder of the Company upon the board of directors to commence a civil action on behalf of the Company against any Insured Person for a Wrongful Act under Part 11, Chapter 1 of the UK Companies Act 2006
- (2) a derivative claim proceeding brought against an Insured Person under Part 11, Chapter 1 of the UK Companies Act 2006 on behalf of the Company by a shareholder
- (3) any internal inquiry or investigation undertaken by You specifically and solely to determine how the Company should respond to a written derivative demand received by You or a derivative claim received by an Insured Person.

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## Emergency Costs

If Our prior written consent to incurring Defence Costs, Legal Representation Expenses or Mitigation Costs cannot reasonably be obtained, We will provide retrospective approval for reasonable and necessary Defence Costs, Legal Representation Expenses or Mitigation Costs incurred during the period of 14 days only immediately following the date on which the Claim was first made or instituted.

The most We will pay under this clause is shown on the Schedule.

---

## Management Buy-Out

If during the Period of Insurance an entity ceases to be a Subsidiary Company as a result of a buy-out by existing management then the Directors and Officers Liability Cover shall extend to Wrongful Acts arising for a period of 30 days following the buy-out. This cover shall not apply where there is other insurance in place in respect of such Wrongful Acts.

---

## Mitigation Costs

We will pay Mitigation Costs provided that

- (1) We give prior written consent to the incurrence of such costs and expenses
  - (2) it is proved to Our satisfaction that the likely amount of the costs and expenses to be incurred will be less than any likely award of damages arising from the same potential Claim or (as applicable) any potential Loss.
- 

## Outside Directorships

We will indemnify or pay the loss of any Insured Person for Loss arising from a Claim as the result of a Wrongful Act while acting in their capacity as an Outside Entity Director, provided that

- (1) such Claim is first made during the Period of Insurance and notified to Us in accordance with the Claims Conditions
  - (2) such Loss is not recoverable from any other source, including but not limited to
    - (a) any directors' and officers' insurance maintained by the Outside Entity, or
    - (b) any indemnification available from the Outside Entity
  - (3) this Cover shall not extend to the Outside Entity itself or to any other director, officer or employee of the Outside Entity.
- 

## Personal Tax Liability

We will indemnify or pay the loss of any Insured Person for Loss arising from or in consequence of their personal liability for unpaid taxes where the Company has become insolvent. We will not provide indemnity where the personal liability arises from any Insured Person's wilful intent to breach statutory duties governing the payment of taxes.

The most We will pay under this clause is shown on the Schedule.

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## Property Damage Defence Costs

We will pay Defence Costs arising from any Claim made directly against an Insured Person for Property Damage as the result of a Wrongful Act provided that such Claim is first made during the Period of Insurance and notified to Us in accordance with the Claims Conditions.

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## Prosecution Costs

We will indemnify or pay the loss of any Insured Person for Prosecution Costs, where We have given our prior written consent, arising from a Claim or Formal Investigation.

Provided that a Queen's Counsel (whose appointment is agreed with Us) advises that the case for incurring such costs has a reasonable prospect of success.

The most We will pay under this clause is shown on the Schedule.

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## Retired Insured Persons Cover

If this Directors & Officers Liability Cover is neither renewed nor replaced with similar cover Retired Insured Persons shall be entitled to an unlimited reporting period. This extended reporting period shall commence from the expiry date of the Period of Insurance and shall, for each Retired Insured Person, apply only to Wrongful Acts prior to the date on which that Retired Insured Person became a Retired Insured Person.

A Claim made during an extended reporting period shall be deemed to have been made during the Period of Insurance immediately preceding that extended reporting period. If any Company takes out any other insurance policy which affords cover similar to the extended reporting period described above, then the extended reporting period shall come to an end or, if not yet obtained, cease to be available.

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## Spouses, Heirs or Legal Representatives

In the event of an Insured Person's death, incapacity, insolvency or bankruptcy, We will indemnify or pay the loss of their lawful heirs, marital spouse, civil partner (as defined in the Civil Partnership Act 2004 or any subsequent amendment or re-enactment), estate or legal representatives in respect of any legal liability which arises purely by reason of that lawful status for Loss arising from a Claim as the result of a Wrongful Act provided that

- (1) such Claim is first made during the Period of Insurance and notified to Us in accordance with the Claims Conditions, and
- (2) such Loss is not recoverable from the Company in which case Cover under Company Reimbursement, will apply.

---

## Subpoena Costs

We will indemnify or pay the loss of any Insured Person for reasonable legal representation fees and related professional charges which an Insured Person incurs personally, where We have given our prior written consent, in producing information sought by, or in attending to give evidence sought by, a Subpoena.

This cover does not include the remuneration or cost of time of an Insured Person nor internal corporate overheads.

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## Corporate Legal Liability Cover

We will indemnify or pay the loss of the Company for Loss arising from any Claim first made during the Period of Insurance against the Company for any Company Wrongful Act and notified to Us in accordance with the Claims Conditions.

Our total liability under this Corporate Legal Liability Cover shall not exceed the Limit of Indemnity. Any inner limits shown are part of and not in addition to the Limit of Indemnity.

We shall not be liable for the Excess.

We will waive the Excess if a final adjudication or a complete and final settlement exonerates the Company involved in such Claim from liability and imposes no recourse.

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## Clauses for Corporate Legal Liability Cover

### Copyright Infringement Defence Costs

We will pay Defence Costs arising from a Claim for misappropriation, infringement or breach of copyright, patent, trademark, trade secret or intellectual property rights as a result of a Company Wrongful Act.

The most We will pay under this clause is shown on the Schedule.

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### Crisis Event and Reputation Protection Costs

We will pay reasonable and necessary costs and expenses incurred, with Our prior written consent, by the Company to employ the services of an external public relations consultant, crisis management firm, or law firm solely for guidance to minimise or limit negative publicity or media attention arising from a Crisis Event, provided that the Crisis Event may become the subject of a Claim under this Cover.

The most We will pay under this clause is shown on the Schedule.

---

### Data Confidentiality

We will indemnify or pay the loss of the Company arising from any Claim as the result of a Company Wrongful Act arising from the use of data owned by the Company or for which the Company is legally responsible.

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### Identity Fraud Investigation Costs

If parties other than any Employee or person with the authorisation of the Company enter into agreements with any third party organisation fraudulently representing themselves as the Company then We will pay any reasonable and necessary fees, costs and expenses incurred by the Company in establishing that such fraudulent misrepresentation has occurred should the third party organisation seek to enforce such agreements against the Company.

The most We will pay under this clause is shown on the Schedule.

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### Kidnap Event Crisis Expenses

We will pay reasonable and necessary costs and expenses incurred, with Our prior written consent, by the Company to employ the services of an external public relations consultant, crisis management firm or law firm solely for guidance to minimise or limit negative publicity or media attention arising from the unlawful kidnap of an Insured Person in the course of their employment with the Company. Such costs and expenses do not include amounts for any ransom, hostage negotiation or similar.

The most We will pay under this clause is shown on the Schedule.

We will not pay any costs and expenses arising from a kidnap event occurring in any of the following countries:

Brazil, Columbia, Ecuador, Georgia, Haiti, Iran, Iraq, Israel, Lebanon, Mexico, Nigeria, Pakistan, Philippines, Russia, Somalia, Syria, Ivory Coast, Venezuela.



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## Pensions and Employee Benefit Schemes

We will indemnify or pay the loss of the Company for Loss arising from a Claim as the result of a Company Wrongful Act in connection with Your operation or administration of a Benefit Scheme.

Provided that the cover provided by this clause only operates where the Company does not hold any valid directors & officers or pension trustee insurance for such Benefit Scheme.

We will not pay for any Loss

- (1) resulting from Your failure to contribute to any Benefit Scheme
- (2) arising from any defined benefit pension scheme or breach of legislation or regulation relating to any defined benefit pension scheme.

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## Pollution Defence Costs

We will pay Defence Costs arising from a Claim for Pollution resulting from a Company Wrongful Act.

The most We will pay under this clause is shown on the Schedule.

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## Regulatory Mitigation Costs

We will pay on behalf of the Company the costs and expenses reasonably incurred where the Company self-reports to a regulatory body to reduce or avoid any potential fine or penalty that would otherwise follow from any Formal Investigation.

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## Shareholder Costs

We will indemnify the Company for costs and expenses reasonably incurred by a shareholder in pursuing a Claim in the name of the Company against an Insured Person where the Company is legally liable to pay such costs in accordance with an order of any court.

Provided that such

- (1) Claim by the shareholder was first made during the Period of Insurance
- (2) costs and expenses incurred by a shareholder under this clause shall be considered as Loss for the purposes of applying any limits or exceptions.

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## Claims Conditions

### Applicable to all Covers under the Management Liability Section

#### Important Notice

***If, in relation to any Claim, the Company or any Insured Person fails to fulfil or observe the requirements imposed upon it by any of the Claims Conditions, other than Claims Notification (2), the Company or any Insured Person will lose their right to indemnity or payment for that Claim.***

#### Claims Notification

If during the Period of Insurance, or any applicable Discovery Period or Extended Reporting Period, and irrespective of the effect of any applicable Excess, the Company or any Insured Person

- (1) receives any Claim or notice of intention to make a Claim, the Company shall give written notice to Us as soon as practicable
- (2) becomes aware of any circumstance that might give rise to a Claim, the Company shall give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us shall be deemed to have first been made during the Period of Insurance in which the notice of such circumstance was first received by Us
- (3) has a reasonable cause for suspicion of any dishonesty or fraud on the part of any Insured Person, whether giving rise to a Claim or not, the Company shall give written notice to Us of such discovery as soon as practicable

provided always that any such written notice above must be received by Us during the Period of Insurance or within 30 days of the expiry of the Period of Insurance or within any applicable Discovery Period or Extended Reporting Period.

Any written notice should be sent to:

The Senior Claims Manager  
Aviva Global Corporate and Specialty  
St Helens  
1 Undershaft  
London EC3P 3DQ  
Tel. 020 7157 2569

**Email:** prclms@aviva.com

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## Admission of Liability

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, the Company or any Insured Person must not admit liability for or settle or attempt to settle any Claim, or incur any related costs or expenses, without Our prior written consent.

## Claims Control and Subrogation

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We may take over and conduct in the name of the Insured Person or the Company the investigation, defence or settlement of any such Claim or the investigation of any such circumstance.

We shall not settle without the consent, not to be unreasonably withheld, of the Insured Person or the Company. If however the Insured Person or the Company shall refuse to consent to any settlement recommended by Us, then Our liability for such Claim (including Defence Costs) shall not exceed the amount for which the Claim could have been settled inclusive of Defence Costs, up to the date of such refusal and then only up to the Limit of Indemnity stated in the Schedule.

If We do take over and conduct the investigation, defence or settlement of any such Claim or the investigation of any such circumstance, the Company or any Insured Person shall give Us all such information and assistance as We may reasonably require and that is in the Company's or any Insured Person's power to provide.

Without prejudice to the generality of the above, this duty to assist Us includes

- (1) providing all such information, assistance, signed statements as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
- (2) allowing Us to present the best possible defence of a Claim within the time constraints available
- (3) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a Loss
- (4) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.

We retain all rights of recovery available to the Company or any Insured Person in respect of any payment which may be made under this Section, and shall be entitled to prosecute any party, for Our benefit, in the name of the Company or any Insured Person, in respect of such payment.

If a Claim or circumstance is made against both the Company and an Insured Person, We shall only pay such proportion of any Loss and/or any reasonable Defence Costs and/or expenses incurred by the Insured Person and/or Company with Our prior written consent.

The Company or any Insured Person shall refund any Defence Costs and/or expenses paid by Us if it is later established by Us that the Company or any Insured Person is not entitled, for any reason, to an indemnity under the Section.

## Originating Cause

All Claims or Losses arising directly or indirectly from or attributable to one source or originating cause shall be treated for the purposes of the Limit of Indemnity as a single Claim or Loss and shall be deemed to have been first made and reported at the date of the first of such related matters.

## General Conditions

### Applicable to all Covers under the Management Liability Section

#### Acquisition, Creation or Disposal of Another Company

We will automatically extend the indemnity available under this Section where the Company establishes or acquires a new Subsidiary Company during the Period of Insurance, provided that the newly established or acquired Subsidiary Company

- (1) is only registered or only has any employees, operations or assets, within the United Kingdom, EEA (but not including the Republic of Ireland) or any other territory where the Company already holds such registration or has employees, operations or assets, and
- (2) is not quoted on any stock exchange, and
- (3) does not have gross consolidated assets in excess of 30% of the gross consolidated assets of the Company as declared in the Company's last audited accounts.

Unless automatic coverage applies, as set out above, the Company must

- (1) give Us written notice of any such events as soon as practicable, together with such additional information as We may require, and
- (2) accept any notified alteration to the terms of this Section and
- (3) pay any additional premium required by Us.

Unless otherwise agreed, We will only provide indemnity for Loss in respect of a Wrongful Act committed after the date the new or additional Subsidiary Company was established or acquired by the Company.

In the event of the liquidation or sale of a Subsidiary Company during the Period of Insurance, We will continue to provide an indemnity for Loss in respect of such Subsidiary Company but only in respect of any Wrongful Act committed prior to the date of liquidation or sale.

## Authorisation

You shall act on behalf of any Company or any Insured Person or any other persons who may be entitled to indemnity under this Section in respect of

- (1) notification of any Claims in accordance with the Section Claims Conditions
- (2) payment of premiums or the receiving of any return premiums that may become due under this Section
- (3) negotiation, agreement to and acceptance of renewal terms and endorsements applying to this Section.

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## Cancellation

This Management Liability Section may not be cancelled except for non-payment of the premium by the Insured or in accordance with the General Conditions relating to Fraud or Non-Disclosure, Misrepresentation or Misdemeanor.

Where the premium is due in a single payment and has not been paid by the due date, We will cancel this Section with effect from the effective date of the Period of Insurance. Such cancellation will be confirmed in writing by Us to Your last known address.

Where the premium is payable by an instalment agreement with Us and there is a default under such instalment agreement, We may cancel this Section by providing notice in writing to You at Your last known address. In such case, cover will end with effect from the beginning of the period in respect of which the instalment has not been paid.

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## Change of Control

If during the Period of Insurance, in respect of any Company

- (a) an offer is made, and declared or made unconditional, for the whole, or a controlling interest in the issued share capital of the Company, or
- (b) there is a change in ownership of the controlling interest of the share capital of the Company, or
- (c) a person or persons acting in concert acquires a majority of the voting rights to appoint or remove Directors of the Company
- (d) (the Company being a limited liability partnership) there is a change in the Members of the Company that results in more than 50% (fifty per cent) of the Members being persons who were not Members at the start of the Period of Insurance

We will only provide indemnity in respect of any Wrongful Act committed prior to the date such offer was declared or made unconditional or the change of ownership or change of Members became effective or the majority of the voting rights were acquired.

Additional provisions apply as detailed in the Management Buy-Out clause for Directors & Officers Liability cover. An Extended Reporting Period is available as detailed below.

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## Contracts (Rights of Third Parties)

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

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## Discovery Period

If this Section is not renewed by either You or Us at the end of the Period of Insurance and no similar insurance policy is effected elsewhere, You have a 90 day Discovery Period commencing immediately following the date of expiry but only in relation to Wrongful Acts committed during the Period of Insurance. Such Claims and circumstances notified to Us during the Discovery Period are deemed to have been made during the Period of Insurance.

If You elect to purchase an Extended Reporting Period then the Discovery Period shall be part of and not in addition to the Extended Reporting Period.

No Discovery Period will be available following cancellation of the Section in accordance with the provisions of the Cancellation Condition.

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## Dispute Resolution

Any dispute arising out of or in connection with this Section, including any dispute as to the validity, existence or termination of the Section, shall be referred to arbitration before a sole arbitrator to be mutually agreed upon by,

- (1) as regards any dispute relating to Directors & Officers Liability Cover, the Insured Person concerned
- (2) as regards any dispute relating to Corporate Legal Liability Cover or Employment Practices Liability Cover, the Company concerned

and Us within 14 days, failing which the appointment to be made by the president of the London Court of International Arbitration whose decision shall be final and binding on both parties.

The arbitration shall be determined in accordance with ARIAS Arbitration Rules in force at the time of the referral. The seat of the arbitration shall be London, England and the arbitral procedure shall be governed by the law of England and Wales. The arbitrator may at their sole discretion make such orders and directions as they consider to be necessary for the final determination of the matter in dispute and shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions.

In the event of any dispute concerning Our liability to provide cover (including without limitation a dispute as to the policy year under which any Claim or circumstance might fall to be dealt with between any insurer(s) subscribing to the policy corresponding to this Section in respect of a previous period of insurance), We will advance Defence Costs in accordance with the terms and conditions of this Section pending resolution of any such dispute. You must repay us on demand all monies which We have paid to You or to others under this condition, to the extent that any dispute concerning Our liability to provide cover is resolved in Our favour.

---

## Extended Reporting Period

If this Section is not renewed at the end of the Period of Insurance and no similar insurance policy is effected elsewhere, You are entitled to purchase an Extended Reporting Period on the terms set out below

- (a) 12 months for 100% of the last annual premium payable in respect of this Section

(b) 36 months for 175% of the last annual premium payable in respect of this Section.

The application to purchase any Extended Reporting Period must be made and the premium paid to Us (such premium being non-refundable) within 90 days of the expiry of the Period of Insurance. Cover for this Extended Reporting Period will only apply to Wrongful Acts committed prior to the expiry of the Period of Insurance.

If a Transaction takes place, the Company is not entitled to purchase an Extended Reporting Period on the terms as set out above. However the Company will have the right within 30 days of the expiry of the Period of Insurance to request an offer from Us of an Extended Reporting Period policy of up to 72 months. We may offer cover on such terms as We may reasonably consider appropriate.

A Claim made during an Extended Reporting Period shall be deemed to have been made during the Period of Insurance immediately preceding that Extended Reporting Period. If any Company takes out any other insurance policy which affords cover similar to the Extended Reporting Period described above, then the Extended Reporting Period shall come to an end or, if not yet obtained, cease to be available.

No Extended Reporting Period will be available following cancellation of the Section in accordance with the provisions of the Cancellation, Fraud or Non-Disclosure, Misrepresentation or Misdescription Conditions.

## Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any party other than You and a claim made by such party or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such party depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such party cancel the cover provided for such party with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a party's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

## Freedom of Services

The insurance under this Section for risks situated in any EEA country is provided by Aviva Insurance Ireland Designated Activity Company (DAC) under the European Union Freedom of Services provisions.

For the purposes of this clause it is agreed that:

- (a) this clause shall not affect any other terms and conditions of this Section;
- (b) any excesses or deductibles shall apply to this Section as if the insurance were provided by one insurer under one policy;
- (c) the total amounts payable by Aviva Insurance Limited and Aviva Insurance Ireland DAC in aggregate shall not exceed the Limits of Indemnity or Sub Limits of Indemnity sum(s) insured or limit(s) specified in the Schedule of this Section;
- (d) Aviva Insurance Limited and Aviva Insurance Ireland DAC shall each be liable for their own cover and not that of the other;
- (e) the premiums and taxes payable in respect of this EEA cover are payable to Aviva Insurance Limited on behalf of Aviva Insurance Ireland DAC. The premium taxes and any other charges collected are paid to the tax authorities in the countries where the risk is situated.

## Liquidation

In the event of Your liquidation, this Section shall remain in force until the expiry date of the Period of Insurance where the full premium for the Section has been paid. We will continue to provide indemnity but only in respect of any Claim or other covered Loss which is the result of a Wrongful Act committed prior to the date of liquidation.

Where the premium is paid by instalments and any amounts remain unpaid at the date of liquidation, then all cover under this Section will cease with effect from the date of liquidation.

The date of liquidation will be deemed to be the date on which

- (1) resolution for voluntary liquidation is passed by You, or
- (2) a petition for compulsory liquidation is presented to the relevant authority.

---

## Non Disclosure, Misrepresentation or Misdescription

### (1) Before this policy was entered into

If there is a breach of the duty to make a fair presentation of the risk to Us before the policy was entered into, then:

- β where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- β where the breach was neither deliberate nor reckless, and but for the breach:
  - β We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
  - β We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
  - β We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

### (2) Before a variation was agreed

If there is a breach of the duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- β where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- β where the breach was neither deliberate nor reckless, and but for the breach:
  - β We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - β We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
  - β We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy and should be read together with the Severability of Proposal condition.

---

## Other Insurances

If an Insured Person or the Company is, or would be, but for the existence of this Section, entitled to indemnity under any other more specifically relevant and collectable insurance policy in respect of any Claim or Loss, We shall not be liable for any Loss except in respect of any amount in excess of that which would have been payable under such insurance had this Section not been effected.

Where an Outside Entity may provide indemnity and/or has its own relevant and collectable insurance for the benefit of any Insured Person, We will only be liable under this Section in excess of such other indemnity or insurance.

---

## Sanctions

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

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## Severability of Exceptions

For the purposes of determining whether an exception applies, no fact pertaining to the conduct of any Insured Person or Company shall be imputed to any other Insured Person or Company.

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## Severability of Interest

If this Section covers more than one party each operating as a separate and distinct entity, this Section shall apply in the same manner and extent to each as if they were separately and individually insured.

Provided that for the purposes of the Limit of Indemnity and/or any amount payable stated in the Schedule or elsewhere in this Section (as the case may be), all of the parties insured under this Section shall be treated as one party so that there shall be a single contract of insurance between

(1) Aviva as one party

and

(2) The Insured and each Subsidiary Company as the other party.

---

## Severability of Proposal

The Proposal will be construed as a separate proposal for coverage by each Insured Person and Company. Nothing in the Proposal, or anything known or done by any Insured Person, shall be imputed to any other Insured Person in determining any right or obligation under this Section. The Non-Disclosure, Misrepresentation or Misdescription condition shall be subject to this condition.

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## Exceptions

### Applicable to all Covers under the Management Liability Section

***We will not indemnify or pay the loss of an Insured Person or the Company for, or make any other payment in respect of, Loss arising from***

#### Conduct

any Claim arising directly or indirectly from or in consequence of or in any way relating to

- (1) any dishonest or fraudulent act or omission or deliberate breach of any statute or regulation by any Insured Person, any Company or any Outside Entity
- (2) any Insured Person, any Company or any Outside Entity having gained directly, or for any other party, any profit, remuneration or advantage to which they were not legally entitled

if either admitted in writing or established by a court judgement or other final adjudication.

---

#### Prior Claims and Circumstances

any Claim or circumstance that might give rise to a Claim

- (1) which has been notified to and accepted under any other insurance attaching prior to the inception of any operative Cover or
  - (2) against an Insured Person which such Insured Person should after reasonable enquiry have been aware of prior to the inception of Directors & Officers Liability Cover or
  - (3) against the Company which the Company should after reasonable enquiry have been aware of prior to the inception of Employment Practices Liability or Corporate Legal Liability Covers.
- 

#### Prior or Pending Proceedings or Investigations

any Claim arising directly or indirectly from or in consequence of or in any way relating to any administrative, civil, criminal or regulatory proceedings or investigations which have been issued or commenced prior to, or which are pending at, the prior and pending litigation date stated in the Schedule applicable to the relevant Cover, or which is based on the same or essentially the same facts as alleged in any such Claim.

---

#### Property Damage

any Claim for Property Damage except for Defence Costs of an Insured Person covered under the Property Damage Defence Costs clause applying to Directors & Officers Liability Cover.

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#### Public Share Offering in the USA or Canada

any Claim or Loss arising directly or indirectly from or in consequence of or in any way relating to any actual or proposed offering to the public of the share capital of the Company made in the United States of America, its territories or possessions or Canada except where We have agreed separately and in writing to extend cover in this regard and subject to prior payment of any additional premium and prior acceptance of any amended or additional terms and conditions We may require, by You.

---

#### Territorial Limits

any Claim or Loss arising directly or indirectly from or in consequence of or in any way relating to Business Activities in countries outside the Territorial Limits.

---

#### USA Claims brought by any Company

any USA Claim which is brought by or on behalf of any Company against any Company or Insured Person, or by any Outside Entity against any Outside Entity Director.

This Exception shall not apply to

- (1) Any USA Claim against any Insured Person
    - (a) Pursued by any security holder or member of any Company or Outside Entity whether directly or derivatively, or pursued as a class action, and that has not been solicited or brought with the voluntary intervention, assistance or active participation of any Insured Person or Company, other than an Insured Person engaged in 'whistle-blower' activity protected pursuant to Sarbanes-Oxley Act of 2002 (US) or similar legislation
    - (b) If the Company or Outside Entity is the subject of a bankruptcy case (or the equivalent in International Jurisdiction), brought by the liquidator, receiver or administrative receiver provided that such Claim is not solicited or assisted by any Insured Person
  - (2) Defence Costs of an Insured Person.
- 

## Exceptions to Directors & Officers Liability Cover

***We will not indemnify or pay the loss of an Insured Person or the Company for, or make any other payment in respect of, Loss arising from***

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## Pollution

any liabilities arising directly or indirectly from or in consequence of or in any way relating to Pollution clean-up, removal, containment or treatment costs.

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## Professional Services and Advice

any Claim for the provision of, or failure to provide, professional service or professional advice or a breach of any contract for the provision of professional services or professional advice, unless arising from a failure to provide supervision.

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## Exceptions to Corporate Legal Liability Cover

***We will not indemnify or pay the loss of the Company for, or make any other payment in respect of, Loss arising from***

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### Competition and Trade Interference

any Claim arising directly or indirectly from or in consequence of or in any way relating to a breach of law or regulation or other legal obligation concerning competition or for interference with trade.

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### Employment Practices Liability

any Claim arising directly or indirectly from or as a consequence of or in any way relating to any Employment Wrongful Act.

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### Insured Person and Company Claims

any Claim arising directly or indirectly from or in consequence of or in any way brought by the Company or any Insured Person.

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### Intellectual Property and Confidentiality

any Claim arising directly or indirectly from or in consequence of or in any way relating to any misappropriation, infringement or breach of copyright, patent, trademark, trade secret, misuse of confidential information, the tort of passing-off or intellectual property rights except for Defence Costs covered under the Copyright Infringement Defence Costs clause.

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## Pollution

any Claim arising directly or indirectly from or in consequence of or in any way relating to Pollution, except for Defence Costs under the Pollution Defence Costs clause.

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## Professional Services and Advice

any Claim for the provision of, or failure to provide, professional service or professional advice or a breach of any contract for the provision of professional services or professional advice.

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## Tax

any Claim for direct or indirect tax obligations.

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## Definitions

### Applicable to all Covers under this Management Liability Section

***Each time We use one of the words or phrases listed below it will start with a capital letter and it will have the same meaning wherever it appears in this Section except when used in 'Policy Introduction', 'Contents', 'Complaints Procedure', 'Important Information' and in headings and titles.***

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### Bail Bond Costs

The reasonable premium (not including any collateral) for a bond or other financial instrument to guarantee an Insured Person's contingent obligation for bail or equivalent in any jurisdiction required by a court in respect of any Claim.

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### Benefit Scheme

Any

- (1) pension scheme, programme or plan other than any defined benefit pension scheme
- (2) profit sharing, share option or share purchase scheme
- (3) health and welfare or other Employee benefit plan or trust

established or conducted for the benefit of the Company or any Employee and their families and dependants.

---

### Bodily Injury

Any injury, death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

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### Business Activities

The activities of the Company stated in the Schedule.

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## Claim

Any

- (1) demand, whether oral or in writing, for damages, compensation or specific non-pecuniary relief
- (2) notice of intention whether oral or in writing to commence civil proceedings including third party proceeding, counterclaim or arbitration proceeding including Disqualification Proceedings
- (3) notice of intention, whether oral or in writing, to commence criminal proceedings including Extradition Proceedings
- (4) notice of formal administrative or formal regulatory proceedings
- (5) official notice of a Formal Investigation
- (6) raid or on-site visit by an Official Body
- (7) self report to an Official Body of possible breach of legal or regulatory duty by an Insured Person.

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## Company

The Insured or any Subsidiary Company.

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## Company Wrongful Act

Any

- (1) breach of duty including breach of trust
- (2) negligent act, error or omission
- (3) defamation committed in good faith
- (4) breach of warranty of authority
- (5) negligent misstatement or misleading statement

actually or allegedly committed or attempted by the Company and arising from Business Activities within the Territorial Limits.

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## Corporate Manslaughter

The prosecution of the Company under the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent amendment or re-enactment.

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## Crisis Event

Any

- (1) allegations of fraud or corruption against an Insured Person
- (2) serious injury to an Employee or member of the public
- (3) resignation or dismissal of any member of the Company's main board of directors
- (4) Formal Investigation or raid at a Company premises by any Official Body or other institution that is sanctioned to investigate the Company's affairs
- (5) adverse media commentary regarding an Employment Wrongful Act

where, as a consequence of negative publicity or media attention, We agree with the Company or an Insured Person that the commercial success of the Company and/or the reputation of any Insured Person is at risk.

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## Defence Costs

The reasonable and necessary costs and expenses incurred by an Insured Person or the Company, with Our prior written consent, in the investigation or defence of any Claim.

Defence Costs do not include the Company's own management costs or any overtime, wages, salaries or fees of any Insured Person or any Employee.

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## Derivative Investigation Costs

The reasonable and necessary costs and expenses incurred by an Insured Person solely in connection with the Insured Person's preparation for and response to an investigation in respect of that Insured Person.

This definition does not include

- (1) the remuneration of any Insured Person or the cost of their time
- (2) any other costs or overheads of the Company
- (3) the costs of complying with any formal or informal discovery or other request seeking information which is in the possession or control of any company, the requestor or any other third party.

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## Director

Any natural person who was, is, or becomes during the Period of Insurance a director of the Company including a de facto or Shadow Director.

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## Discovery Period

The period following the expiry of the Period of Insurance during which the Company or Insured Persons may first receive and be able to continue to notify Claims or circumstances likely to give rise to a Claim to Us.

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## Disqualification Proceedings

Proceedings commenced by pre-action protocol letter, summons, application or claim form against any Insured Person in their capacity as a Director or Officer of the Company under the Company Directors' Disqualification Act 1986 or any subsequent amendment or re-enactment.



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## EEA

European Economic Area (but not including the United Kingdom for the purposes of this Section).

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## Employee

- (1) Any natural person who was, is or becomes during the Period of Insurance under a contract of service or apprenticeship with the Company
- (2) Any natural person who was, is or becomes during the Period of Insurance
  - (a) self-employed
  - (b) a voluntary helper
  - (c) engaged under a work experience or training scheme
  - (d) seasonal or temporary staff
  - (e) agency staff
  - (f) any other third party for whom the Insured is legally responsible

while working under the Company's control in connection with the Business Activities of the Company.

---

## Employment Wrongful Act

Any error, mis-statement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by the Company or any Insured Person within the Territorial Limits in connection with any

- (1) wrongful, unlawful or unfair dismissal, discharge or termination of employment
  - (2) breach of any written or oral employment contract
  - (3) employment-related misrepresentation
  - (4) violation of employment discrimination laws
  - (5) wrongful failure to employ or promote
  - (6) wrongful demotion
  - (7) wrongful disciplinary action
  - (8) wrongful deprivation of a career opportunity
  - (9) failure to grant tenure
  - (10) failure to adopt adequate workplace or employment policies and procedures
  - (11) Retaliation
  - (12) negligent evaluation of personal performance
  - (13) employment-related invasion of privacy
  - (14) employment-related breach of data protection legislation
  - (15) employment-related humiliation or defamation
  - (16) failure to provide accurate job references
- regarding any former, current or prospective Employee.
- 

## Excess

The first part of each and every payment in relation to a Claim or Loss which is payable by the Company or any Insured Person rather than Us. The amount of the Excess is stated in the Schedule.

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## Extended Reporting Period

The period following the expiry of the Period of Insurance during which the Company or Insured Persons may first receive and be able to continue to notify Claims or circumstances likely to give rise to a Claim to Us.

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## Extradition Proceedings

Proceedings brought against the Insured Person in their capacity as a Director, Officer or Member of the Company under the Extradition Act 2003, or any subsequent amendment or re-enactment, or equivalent in any other jurisdiction.

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## Formal Investigation

Any inquiry, hearing or investigation commenced by an Official Body to investigate the Business Activities of the Company or an Insured Person in their capacity as a Director, Officer or Member of the Company.

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## Health and Safety Investigation

A formal enquiry into the conduct of the Company first instituted during the Period of Insurance and conducted by an enforcing authority under the Health and Safety at Work etc. Act 1974 or any subsequent amendment or re-enactment.

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## Insured Person

Any natural person who was, is or becomes during the Period of Insurance a Director, Officer, Member or trustee of the Company.

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## International Jurisdiction

Any jurisdiction other than the jurisdiction in which the policy is issued.

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## Legal Representation Expenses

Reasonable and necessary legal representation fees, costs, expenses and related professional charges incurred by an Insured Person.

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## Limit of Indemnity (applicable to Directors & Officers Liability and Corporate Legal Liability covers only)

The maximum amount stated in the Schedule, which We will pay in respect of any one Claim (including claimant's costs and expenses and Defence Costs) first made during any one Period of Insurance for such Cover.

A separate Limit of Indemnity applies to each Cover, where purchased. We have no liability in excess of this Limit of Indemnity regardless of the number of Insured Persons or Companies.

---

## Loss

- (1) Sums which any Insured Person or the Company is legally liable to pay in respect of any Claim including claimants costs and any damages awarded by a competent court or tribunal
- (2) Defence Costs
- (3) settlements, if concluded with Our prior written consent
- (4) additional costs and expenses for which cover is expressly extended under any Cover of this Section.

This definition does not include

- (1) criminal fines or penalties imposed by law
- (2) non compensatory damages including punitive or exemplary damages (other than damages awarded for employment related defamation)
- (3) civil fines or penalties imposed by law (other than as covered under Civil Fines and Penalties clause to Directors & Officers Liability Cover).

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## Manslaughter Proceedings

Criminal proceedings brought in respect of a charge or investigations connected with a charge of involuntary, constructive or gross negligence manslaughter.

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## Member

A member of a limited liability partnership formed under the Limited Liability Partnerships Act 2000 or any subsequent amendment or re-enactment.

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## Mitigation Costs

The reasonable costs and expenses incurred by any Insured Person in respect of any reasonable action taken to mitigate a Loss or potential Loss or Claim that would otherwise be the subject of indemnity under this Section.

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## Officer

Any

- (1) Employee of the Company whilst acting in a managerial or supervisory capacity
- (2) Employee of the Company who, whilst acting as an employee, is joined as a party to any action against any Insured Person.

This definition does not include any external auditor, liquidator, administrator, receiver or solicitor of the Company.

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## Official Body

Any government body, government agency, government department, regulator, disciplinary body, criminal authority, or other body legally empowered to investigate the affairs of the Company or an Insured Person.

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## Outside Entity

An entity other than the Company which is registered and domiciled within the Territorial Limits

- (1) in which the Company holds any issued share capital, or
- (2) which is a tax-exempt non-profit organisation, a tax-exempt trade association or a registered charity and
- (3) which has a positive net worth at the inception of this Section, unless listed by endorsement as an Outside Entity.

This definition does not include any entity

- (1) which is a financial institution or financial services company, or
- (2) has any of its securities or equity traded on a primary, secondary or other market.

---

## Outside Entity Director

Any Insured Person who was, is or becomes during the Period of Insurance, at the Company's specific written request, a Director, Officer, Member, trustee or similar position of an Outside Entity.

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## Period of Insurance

From the effective date until the expiry date stated in the Schedule.

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## Pollution

Any contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.

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## Pre-Investigation

Any

- (1) raid or on-site visit by an Official Body which first occurs during the Period of Insurance involving the production, review, copying or confiscation of records, or the interview of any Insured Person
- (2) notification by way of self-reporting first made during the Period of Insurance by the Company or any Insured Person to an Official Body that such Insured Person is or may be in breach of legal or regulatory duty,
- (3) internal inquiry conducted by the Company if such inquiry is requested by an Official Body following such self-reporting notification.

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## Previous Policy

Your policy (including its schedule and endorsements) in force for the period of insurance immediately prior to the inception date of this Management Liability insurance provided it was a policy issued by one of the following insurers: Allianz, Zurich, RSA, Axa, Hiscox, Chubb, ACE, AIG or Brit.

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## Property Damage

The physical damage or destruction or loss of use of any tangible property.

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## Proposal

Any signed proposal form, renewal declaration, statement of fact and any additional information supplied by any Insured Person, the Company or on the Company's behalf.

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## Prosecution Costs

The reasonable and necessary costs and expenses incurred by an Insured Person to bring legal proceedings to obtain the discharge, delay or revocation of

- (1) a disqualification order of the Insured Person from holding office as a Director
- (2) an interim or interlocutory order
  - (a) confiscating, controlling, suspending or freezing rights of ownership or personal assets of the Insured Person
  - (b) imposing a charge over property or personal assets of the Insured Person,
  - (c) restricting the Insured Person's liberty
  - (d) deporting an Insured Person following revocation of their current and valid immigration status for any reason other than the Insured Person's conviction for a criminal offence.

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## Retaliation

An act carried out against an Employee relating to or alleged to be in response to whistle-blowing or on account of such Employee's exercise or attempted exercise of their legally protected rights.

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## Retired Insured Person

Insured Persons who have ceased to act in their insured capacity prior to the expiry of the Period of Insurance for reasons other than

- (1) disqualification, on grounds relating to fitness or propriety, from holding office or from managing a company
- (2) a Transaction having taken place.

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## Schedule

The document which specifies the details of the Insured, Period of Insurance, Excess, Limit of Indemnity, Territorial Limits and endorsements applying to this Section.

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## Shadow Director

A shadow director, as defined in Section 251 of the Companies Act 2006 or any subsequent amendment or re-enactment.

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## Subpoena

A subpoena or witness summons served on an Insured Person in his or her insured capacity, as a witness other than as a target of a Claim or investigation, seeking:

- (1) the production of information by that Insured Person (whether that information is contained, or alleged to be contained, in documents or any other medium); or
- (2) that Insured Person's attendance to give evidence as a witness, in relation to a Claim.

---

## Subsidiary Company

Any organisation in which the Company directly or indirectly

- (1) holds more than 50% of the voting rights or
- (2) holds more than 50% of the issued share capital, or
- (3) has the right to appoint or remove a majority of the board of directors, or
- (4) has the right to receive at least 50% of the net profits.

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## Territorial Limits

Territories specified in the Schedule.

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## Transaction

The occurrence of any of the following events

- (1) the Company ceasing to trade, consolidating with or merging with another entity disposing of all or substantially all of its assets, or
- (2) any person or entity, whether individually or together with any other person or entity, acquiring an amount of share capital representing more than 50% of the voting rights for the election of Directors of the Company, or acquiring the voting rights for such an amount of the shares, or
- (3) the Company making a private placement or public offering of its debt securities or equity securities on any security exchange.

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## United Kingdom

The United Kingdom (which for the purposes of this Section shall include the Isle of Man and the Channel Islands).

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## USA Claim

A Claim brought or maintained within the jurisdiction of, or based upon any laws of, the United States of America, its territories or possessions.

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## We/Us/Our/Aviva

Aviva Insurance Limited unless otherwise stated in this Section.

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## Wrongful Act

Any

- (1) breach of duty including fiduciary or statutory duty
- (2) negligent act, error or omission
- (3) defamation committed in good faith
- (4) breach of warranty of authority
- (5) misstatement or misleading statement not made deliberately or recklessly
- (6) wrongful trading under s.214 of The Insolvency Act 1986 or any subsequent amendment or re-enactment
- (7) Employment Wrongful Act

actually or allegedly committed or attempted by an Insured Person in their capacity as a Director, Officer or Member or trustee of the Company and arising from Business Activities within the Territorial Limits.

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## You/Your/Insured

The limited liability partnership or company or charity as stated as Policyholder in the Schedule.

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## Complaints Procedure

### What to do if you are unhappy

If you have a complaint about this insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem. Your insurance adviser may ask Aviva to handle your complaint.

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### What will happen if you complain

#### If your complaint is not resolved quickly:

- ü Your complaint will be acknowledged promptly.
- ü A dedicated complaint expert will be assigned to review your complaint.
- ü A thorough and impartial investigation will be carried out.
- ü You will be kept updated of the progress.
- ü Everything will be done to resolve things as quickly as possible.
- ü A written response will be sent to you within eight weeks of receiving your complaint, this will inform you of the results of the investigation or explain why this isn't possible.

Where your concerns are unable to be resolved or have not been resolved within eight weeks, you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), where you will find further information.

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## Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See [fscs.org.uk](http://fscs.org.uk)

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## Customers with Disabilities

All documentation is also available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

