FARADAY

Commercial Combined Insurance Policy

Contents

INTRODUCTION

This Introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements all form part of this Policy.

In return for the payment of premium stated in the **Schedule**, **We** will cover **You** in respect of a valid claim under this Policy as more fully defined in Sections 1 – 13 (as applicable), and as stated in the **Schedule**, subject to this introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

This Policy should be kept in a safe place. **You** may need to refer to it if **You** have to make a claim. It is recommended that **You** retain details of **Your** Employers' Liability Policy for at least 40 years

Wherever words appear in **Bold** in this Policy they will have the meaning shown in the General Definitions on pages 8-14 or as otherwise stated in any particular section or the **Schedule**.

IMPORTANT REMINDER

It is important that:

- **You** check that the information **You** have given **Us** is accurate and up to date – See the Customer Service Information section for more details
- **You** must read and understand the Policy including the adequacy of the Limits of Liability
- **You** comply with **Your** duties under each section and under the Policy as a whole
- **You** check that the sections **You** have requested are included in the **Schedule**
- If **You** are uncertain regarding **Your** responsibilities and how they relate to this Policy, **You** should contact **Your** insurance broker in the first instance. For further guidance please see the Office of Public Sector Information Website (www.opsi.gov.uk) or contact the Citizens Advice Bureau or seek independent legal advice from a solicitor.

Signed for and on behalf of Faraday Underwriting Limited
For and on behalf of Syndicate 435 at Lloyd's

Paul Blight

Paul Blight
Chief Underwriting Officer

CUSTOMER SERVICE INFORMATION

IMPORTANT INFORMATION ABOUT HOW WE WILL DEAL WITH CLAIMS UNDER THIS POLICY AND THE INFORMATION YOU HAVE GIVEN US. PLEASE READ THIS CAREFULLY.

Information You have given Us

In deciding to accept this Policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** Policy as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation.

If **We** establish that **You** provided **Us** with false, incomplete or misleading information, it can adversely affect **Your** Policy and any claim.

For example:

- Where **We** could have accepted the risk and offered **You** a Policy but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under the Policy. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim.

  So, as an example: if the premium **We** actually charged was £250 and the higher premium **We** would have charged was £1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** will only pay 25% of any claim;

- **We** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented;

- if **We** would have written the risk on different terms had it been fairly presented, **We** may amend the Policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made;

- **We** may cancel **Your** Policy in accordance with its cancellation provisions.

We will write to **You** if **We**:

a) intend to treat **Your** Policy as if it never existed; or
b) amend the terms of **Your** Policy; or
c) reduce **Your** claim in accordance with the above.

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete, **You** must inform **Us** without delay.

About Us

Your Policy is underwritten by Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's. Faraday Underwriting Limited is a limited company registered in England under company number 01682486. The registered office of Faraday Underwriting Limited is:

Faraday Underwriting Limited,
Corn Exchange, 55 Mark Lane, London EC3R 7NE

Faraday Underwriting Limited is authorised by the Prudential Regulation Authority

	and regulated by the Financial Conduct Authority and Prudential Regulation Authority and may be found on the Financial Services Register at https://register.fca.org.uk/
Coverholder who has arranged Your cover	**Your** Policy has been arranged through Choice Insurance Agency Ltd, who is a limited company registered in England under company number 4420555. The registered office of Choice Insurance Agency Ltd is: Unit 1, Victoria Central, 27 Victoria Avenue Southend on Sea, Essex, SS2 6AJ Choice Insurance Agency Ltd is authorised and regulated by the Financial Conduct Authority and their details may be found on the Financial Services Register at https://register.fca.org.uk/ Choice Insurance Agency Ltd acts as agent for **Us** for all matters relating to the performance of the agreement number shown in the **Schedule** which grants Choice Insurance Agency Ltd authority to underwrite insurance on **Our** behalf.
Enquiries	If **You** have a general enquiry regarding **Your** Policy please contact Choice Insurance Agency Ltd. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**.
How to make a claim	If **You** need to report a claim or an incident that may result in a claim please contact Choice Insurance Agency Ltd. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**. There are a number of important conditions in relation to any claim **You** make, please see pages 17- 23 for more details.
Things You must do	There are conditions contained in this Policy that are conditions precedent to **Our** liability, please refer to General Conditions 1 – 22 on pages 17-23 of this Policy. If **You** breach any of these conditions precedent **Our** liability may be suspended, **We** may deny **Your** claim, or reduce the amount **We** pay **You.**
Queries and complaints	**Our** aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service. If **You** have any queries about **Your** Policy or the handling of a claim **You** should, in the first instance, contact **Your** insurance broker, whose contact details are shown in the **Schedule**. In the event that **You** wish to make a complaint, **You** can do so at any time by referring the matter either to **Us** at: Post: Complaints Manager, Faraday Underwriting Limited, Corn Exchange, 55 Mark Lane, London EC3R 7NE Email: faraday.complaints@faraday.com Or the Complaints Team at Lloyd's: Post: Complaints, Lloyd's, One Lime Street, London EC3M 7HA Telephone: 0207 327 5693 Fax: 0207 327 5225 E-mail: complaints@lloyds.com Website: www.lloyds.com/complaints If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. Their contact details are: Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR Telephone: 0800 023 4 567 (*calls to this number are free from "fixed lines" in the UK*) or 0300 1239123 (*calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK*) Email: complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financialombudsman.org.uk. Making a complaint does not affect **Your** right to take legal action.

If **You** have bought **Your** insurance online, **You** can also register **Your** complaint with the Online Dispute Resolution website, which has been set up by the European Commission:

https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage

Cancellation

You can cancel this Policy at any time by writing to Choice Insurance Agency Ltd whose contact details are shown in the **Schedule**. Full cancellation conditions are included in the General Conditions on pages 17-23.
We may cancel **Your** Policy in accordance with its cancellation provisions.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot pay a claim to **You** under this Policy. If **You** are entitled to compensation under the scheme, how much compensation **You** would receive would depend on the nature of this Policy. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their Website at www.fscs.org.uk

Data Protection

The basics
We collect and use relevant information about **You** to provide **You** with insurance cover and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

Your information may be shared with, and used by, a number of third parties in the insurance sector including brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other people's details you provide to us
Where **You** provide **Us** or Your broker with details about other people, for example employees, **You** must provide this notice to them.

Your rights
You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information held by **Us**. If **You** wish to exercise **Your** rights, discuss how **We** use your information, please use the contact details provided on our full Privacy notice available at the website link below.

Want more details?
For more information about how **We** use your personal information and **Your** rights please see our full privacy notice, which is available online at the following location:

http://www.faraday.com/privacy?c=n

If **You** are unable to obtain the notice via our website, please ask **Your** broker to contact **Us** and **We** will provide the notice to **You** in a different format

Headings

The section headings used in this Policy are for reference purposes only and will not affect the meaning or interpretation of this Policy.

GENERAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the **Schedule** and Endorsements and Extensions.

Annual Turnover

the **Turnover** during that period in the 12 months immediately before the date of the **Damage**

Book Debts

the total figure recorded by **You** under the provisions of the Debit Recording Condition precedent adjusted for

a) bad debts

b) amounts debited (or invoiced but not debited) and credited (including credit noted and cash not passed through the books at the time of the **Damage**) to **Customers' Accounts** in the period between the date to which the last statement relates and the date of the **Damage** and

c) any abnormal condition of trade which had or could have had a material effect on the **Business**

The figures adjusted will represent as near as possible the figures which would have been obtained at the date of the **Damage** had the **Damage** not occurred

Buildings

all buildings including outbuildings, landlords fixtures and fittings, extensions and annexes, adjoining or communicating boundary walls, gates, fences, hedges terraces, drives and footpaths

Building Works

any works that include removal or alteration of load bearing walls, construction of new **Buildings** and extensions, underpinning, demolition, re-roofing and installation of cavity wall insulation

Business

the **Business** as described in the **Schedule** and will include:

a) the ownership repair and maintenance of **Your Business Property**;

b) the provision and management of canteen, social, sports and Welfare activities for **Your** benefit or the benefit of **Your Employees;**

c) the provision and management of first aid, fire, security and ambulance services;

d) the performance of private duties carried out by **Your Employees** with **Your** written consent for any of **Your** principals, including directors, partners, or senior officials,

and no other business for the purposes of this Policy.

Business Equipment

Computer and Electronic Equipment and peripherals and other electronic office equipment including laser printers, fax machines, photocopiers and telephone installations belonging to **You** or for which **You** are responsible.

Business Hours

Your normal working hours and any other period during which **You** are entrusted with **Money** whether this is on the **Premises** or in connection with the **Business**

Consequential Loss

loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** as a consequence of loss or **Damage** to **Property** used by **You** for the purpose of the **Business**

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, telecommunication equipment,

	computer controlled or programmed machinery, software, application, process, code, programme, equipment capable of processing data and or similar devices whether physically or remotely connected thereto
Computer Network	a group of **Computer and Electronic Equipment** and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange **Data**.
Customers' Accounts	**Your** accounts for all customers who trade with **You** on a credit or hire purchase basis
Damage or Damaged	accidental direct physical loss or destruction of or damage to the **Property**
Data	all information which is (a) electronically stored or (b) electronically represented or (c) contained on any current and back-up **Data Storage Materials** or other devices used for the storage of data including but not limited to operating systems records programs software or firmware code or series of instructions
Data Protection Legislation	Means the General Data Protection Regulation EU 2016/679 ("the GDPR") and/or the Data Protection and Privacy Electronic Communications (EU exit) Regulations 2019
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**
Declared Value	**Your** assessment of the cost of reinstatement of the **Property** insured at a level of costs applying at the time that such values are required by **Us** as the basis for the calculation of the Policy premium (ignoring inflationary factors that may subsequently operate) together with insofar as the insurance by the item provides due allowance for debris removal costs professional fees and additional cost if reinstatement to comply with European Community and Public Authority requirements
Employee	a) any person under a contract of service or apprenticeship with **You**; b) any labour master or labour only sub-contractor or person supplied by any of them; c) any self-employed person; d) any person under a contract of service or apprenticeship with another employer and who is hired to, or borrowed by, **You**; e) any person participating in any government or otherwise authorised work experience, training, study exchange or similar scheme; f) any volunteers, whilst working for **You** in the course of the **Business**.
Estimated Gross Profit	**Your** estimate of **Gross Profit** for the financial year (proportionately increased if the **Maximum Indemnity Period** exceeds 12 months) most closely corresponding to the **Policy Period**
Estimated Gross Revenue	**Your** estimate of **Gross Revenue** for the financial year (proportionately increased if the **Maximum Indemnity Period** exceeds 12 months) most closely corresponding to the **Policy Period**

Excess	the amount specified in the **Schedule** for which **You** will be responsible in respect of each and every claim in respect of loss of or **Damage** to, **Property**
Failure	any partial or complete reduction in the (a) performance (b) availability (c) functionality (d) the ability to recognise or process any date or time of any • website • electronic means of communication • Computer and Electronic Equipment
First Tier Customer	those companies, organisations or individuals with whom at the time of the **Damage** **You** have contracts or trading relationships to directly supply **Goods** or services
First Tier Supplier	those companies , organisations or individuals with whom at the time of the **Damage** have contracts or trading relationships to directly supply **Goods** or services to **You**
Goods	any goods or products (including containers, labelling instructions, or advice provided) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced, or installed by **You** in the course of the **Business**
Gross Profit	will mean (a) the combined value of the **Turnover** closing stock and work in progress less (b) the combined value of opening stock and work in progress and **Uninsured Working Expenses** the values of opening and closing stocks and work in progress will (i) be calculated using **Your** usual accounting methods (ii) make due provision for depreciation
Gross Revenue	the receipt of business from all sources
Hauliers Vehicle	any motor vehicle or trailers operated by hauliers and third parties
Heave	upward movement of the ground beneath the **Building** as a result of the soil expanding
Indemnity Period	the period during which the **Business** results are affected due to the **Damage** starting from the date of the **Damage** and lasting no longer than the **Maximum Indemnity Period**
Increased Cost of Working	the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** or **Revenue** which, but for the expenditure, would have taken place during the **Indemnity Period** as a result of the **Damage**, but not exceeding the reduction in **Turnover** or **Revenue** thereby saved
Injury (when used in Sections 9-11 only)	means bodily injury, death, illness, disease, or shock causing bodily injury.
Insured Person	**You** or any of **Your** directors or officers or **Employees**

Landslip	downwards movement of sloping ground
Loss of data	physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary of **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**
Loss of Limb	means (a) severance at or above the wrist or ankle or (b) total and permanent loss of use of a hand arm foot or leg
Maximum Indemnity Period	the number of months stated in the **Schedule**
Money	means current (a) coin, bank and currency notes, and pre-paid cards (b) postal and money orders, bankers drafts, cheques, and giro cheques (c) crossed warrants, bills of exchange and securities for money (d) postage revenue, national insurance and holiday with pay stamps (e) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions (f) credit company sales vouchers, luncheon vouchers, trading stamps, gift tokens and consumer redemption vouchers (g) VAT invoices that is held and for use in the course of business
Non-negotiable Monetary Instruments	cards, crossed cheques, crossed giro cheques, crossed money orders , crossed postal orders, crossed bankers drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, postage and revenue stamps, luncheon vouchers, consumer redemption voucher, trading stamps, gift tokens, credit company sales vouchers or VAT invoices
Notifiable human Infectious or Contagious Disease	diseases notifiable under the Health Protection (Notification) Regulations 2010 namely Acute encephalitis, Acute meningitis, Acute poliomyelitis, Acute infectious hepatitis, Anthrax, Botulism, Brucellosis, Cholera, Diphtheria, Enteric fever (typhoid or paratyphoid fever), Food poisoning, Haemolytic uraemic syndrome, (HUS)Infectious bloody diarrhoea, Invasive group A streptococcal disease and scarlet fever, Legionnaires Disease, Leprosy, Malaria, Measles, Meningococcal, septicaemia, Mumps, Plague, Rabies, Rubella, SARS, Smallpox, Tetanus, Tuberculosis, Typhus, Viral haemorrhagic fever (VHF), Whooping cough, Yellow fever No other disease will be added to the above list without **Our** prior written consent
Occurrence (when used in Sections 1-8 only)	any one loss or series of losses as a result of or attributable to one source or original cause. In respect of perils 7) Storm and 8) Flood an **Occurrence** shall be defined as any one period of 72 consecutive hours during the **Policy Period**
Offshore	means from the moment in time that an **Employee** shall embark onto any conveyance at the point of final departure on land to any offshore installation, until the moment in time that an **Employee** shall disembark from any conveyance onto land upon their return from any offshore installation.

Own Vehicle	any motor vehicle and or trailer and or container which **You** own or operate
Personal Data Breach	means a breach of security leading to the accidental destruction, loss, alteration, unauthorised disclosure of, or access to, personal data, transmitted, stored or otherwise processed.
Personal Effects	personal possessions excluding cash, bank notes, credit cards, bullion, medals, watches, jewellery and furs
Physical Bodily Injury (when used in Section 2 only)	will mean actual physical bodily injury by violent and visible means which directly and independently of any other cause results in death or disablement
Premises	the premises as stated in the **Schedule**.
Policy Period	the period stated in the **Schedule**.
PRA	means the Prudential Regulation Authority or any successor body or bodies to it.
Property	material property.
Rate of Gross Profit	**Gross Profit** earned on the **Turnover** and expressed as a percentage of **Turnover** during the financial year immediately before the date of the **Damage**
Rent Receivable	the **Money** paid or payable to **You** for accommodation provided in the course of the **Business** at the **Premises**
Revenue	the **Money** paid or payable to **You** for the **Business** as stated in the **Schedule**
Schedule	the **Schedule** attached to this Policy.
Settlement	downward movement as a result of the soil being compressed by the weight of the **Buildings** within ten years of construction
Standard Turnover	the **Turnover** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**
Subsidence	downwards movement of the ground beneath the **Buildings** other than by **Settlement**
Tenants Improvements	tenants alterations improvements and decorations owned by **You** or for which **You** are responsible
Territorial Limits	England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man and any additional geographical areas specified in the **Schedule**
Terrorism	any act(s), of any person(s) or organisation(s) involving: (a) the causing, occasioning or threatening of harm of whatever nature and by whatever means; (b) putting the public or any section of the public in fear; in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.
Tools	tools tool kits or test equipment which **You** own or are hired by **You** or used by **You** in connection with the **Business**
Trade Contents and Machinery and Plant	machinery and plant and all other contents belonging to **You** or held in trust for which **You** are responsible at the **Premises**

Transit — the period during which the **Property** is

(a) conveyed or temporarily housed in or upon **Own Vehicles**

(b) conveyed by **Hauliers Vehicles** or in the control of hauliers or third party carriers

(c) loaded onto or unloaded from the means of conveyance shown in a) or b) above anywhere within the **Territorial Limits** including sea and air transits therein

Turnover — **Money** paid or payable to **You** for

(a) **Goods** sold and delivered

(b) services provided

in the course of the **Business** at the **Premises**

Unattended Vehicle — any vehicle with no person in charge or keeping the vehicle under observation and being able to prevent any attempt to interfere with the vehicle

Unoccupied — **Buildings** that are empty, untenanted, vacant, or no longer in active use or not occupied for a period in excess of more than 30 consecutive days at any point during the **Policy Period**

Uninsured Working Expenses — means

(a) purchases (less any discounts received)

(b) discounts allowed and

(c) any additional **Uninsured Working Expenses** stated in the **Schedule**

The words and expressions used in this definition will have the meaning usually attached to them in **Your** books and accounts

Waste Facility — means any **Property** controlled or uncontrolled, used for the storage, treatment, processing or disposal of wastes, including the parcel of land on, or in which, the facility is located, together with any parcels of land sharing a common border, in common ownership.

We, Us, Our — Faraday Underwriting Limited, for and on behalf of Syndicate 435 at Lloyd's.

You, Your, Yours — the person or persons or corporate body named in the **Schedule** and includes:

a) any subsidiary company which is named in the **Schedule** operating in or from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;

b) at **Your** written request:

   i. any principal including, any director, partner, or senior official, or any **Employee** of **Yours**, while acting on **Your** behalf, of or in the course of their employment or engagement by **You**, in respect of liability for which **You** would have been entitled to insurance under this Policy if the claim against any such person had been made against **You**;
   ii. any officer, member or **Employee** of **Your** canteen, social, sports or welfare organisation, or fire, first aid or ambulance service in their respective capacity as such;
   iii. any principal, including any director, partner or senior official of **Yours**, in respect of private work carried out by any **Employee** of **Yours** for any such person with **Your** consent;

c) in the event of **Your** death, **Your** personal representatives in respect of liability incurred by **You**, provided that such person will, as though they were **You**, observe, fulfil and be subject to this Policy including the Introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements as far as they can apply.

DEFINTIONS APPLICABLE TO SECTIONS 9-11 ONLY

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

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

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

2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Cyber Loss means any loss, damage, liability, claim, cost, expense of whatsoever nature direction or indirectly caused by or contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including but not limited to any action taken in controlling, preventing, supressing or remediating any Cyber Act or Cyber Incident.

Cyber War means a Cyber Act and/or Cyber Incident carried out as part of a war (whether declared or not) and/or the immediate preparation for a war.

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

LEGISLATION

In this Policy **We** make reference to various laws and statutes. There follows a brief description of each. This is intended for information purposes only and is not part of **Your** Policy terms.

The laws and statutes referred to below shall apply as amended or replaced from time to time.

Companies Act 2006	Governs company law in the United Kingdom
Consumer Protection Act 1987	Designed to protect consumers from products that do not reach a reasonable level of safety.
Contracts (Rights of Third Parties) Act 1999	Makes provision for the enforcement of contractual terms by third parties.
The Control of Noise (Code of Practice on Noise from Audible Intruder Alarms) (Revocation) (England) Order 2014	Guidance on the installation and the use of intruder alarms, setting out best practice in avoiding causing noise nuisance from intruder alarms.
Corporate Manslaughter and Corporate Homicide Act 2007	States that companies and organisations can be found guilty of corporate manslaughter or homicide if serious management failures cause a person's death and amount to a breach of a duty of care.
Defective Premises Act 1972	Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.
Defective Premises (Northern Ireland) Order 1975	Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.
EU Environmental Liability Directive	Establishes a framework based on the "polluter pays" principle to prevent and remedy environmental damage.
Food Safety Act 1990	Provides the framework for all food legislation in Britain and sets out the duties of food producers and food handlers in relation to food safety.
GDPR	Controls how an individual's personal data is used by organisations, businesses or the government
Health and Safety at Work etc Act 1974	Places duties on all employers to ensure, so far as reasonably practicable, the health, safety and welfare at work of all employees.
Health and Safety at Work (Northern Ireland) Order 1978	Places duties on all employers to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees.

The Health Protection (Notification) Regulations 2010	Any notifiable disease that is required by law to be reported to government authorities. Namely Acute encephalitis, Acute meningitis, Acute poliomyelitis, Acute infectious hepatitis, Anthrax, Botulism, Brucellosis, Cholera, Diphtheria, Enteric fever (typhoid or paratyphoid fever) Food poisoning, Haemolytic uraemic syndrome, (HUS)Infectious bloody diarrhoea, Invasive group A streptococcal disease and scarlet fever, Legionnaires Disease, Leprosy, Malaria, Measles, Meningococcal, septicaemia, Mumps, Plague, Rabies, Rubella, SARS, Smallpox, Tetanus, Tuberculosis, Typhus, Viral haemorrhagic fever (VHF), Whooping cough, Yellow fever
Road Traffic Act 1988	Consolidates certain enactments relating to road traffic, including road safety, construction and use of vehicles and equipment, licensing of drivers of vehicles, driving instruction and third-party liabilities.
Road Traffic Northern Ireland Order 1981	Relates to road traffic, including road safety, licensing of drivers of vehicles, regulation of motor vehicles, foreign vehicles and insurance against third-party liabilities.

GENERAL CONDITIONS

These apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated.

Claims conditions

(1). It is a condition precedent to **Our** liability that **You**

(a) Give immediate notice in writing to **Us** of anything which may give rise to a claim being made under this Policy, or where there is a claim being made against **You.**

(b) Will notify the Police immediately of **Damage** under Section 1: Material Damage caused by Peril 5) Riot, civil commotion, strikers, locked out workers, or persons taking part in labour disturbances if covered by this Policy and notify **Us** within 7 (seven) days after the **Damage**.

(c) Will notify the Police immediately of **Damage** under Section 1: Material Damage caused by Peril 6) Malicious persons and/or Peril 13) Theft or attempted theft if covered by this Policy.

(d) inform **Us** of all relevant aspects of the situation as soon as possible without delay and in any event within three working days of **You** becoming aware of anything that might give rise to a claim under section 12 Environmental Impairment Liability.

(e) advise **Us** in writing without delay if at any time **You** know of any impending prosecution, inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (f) above.

(f) Carry out and permit to be taken any action which may be reasonably possible to prevent further **Damage** and to minimise or check any interruption or interference with the **Business** or to avoid or reduce the loss.

(g) Will without delay of becoming aware of the event, occurrence, or any claim made against **You**, or of the expiry of the **Indemnity Period** or such further time as **We** agree, and at **Your** own expense, deliver to **Us**;

i. Full information in writing of the claim
ii. Details of any other insurance relating to the claim if known to **You**
iii. All such particulars and information as **We** may require in relation to any claim notified to **Us,** and will forward to **Us** without delay on receipt, every letter, claim form, writ, summons, process, books, records, documents or any other legal papers.

If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Claims Control

(2). **We** will be entitled

(a) to take over and conduct in **Your** name the defence or settlement of any claim, and may prosecute at **Our** own expense and for **Our** benefit any claim for insurance or damages against any other persons, and **You** will give all information and assistance required. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. No admission of liability or offer, promise or payment will be made without **Our** written consent. Details of how to make a claim are given on page 5

(b) to enter take or keep possession of the **Premises** where **Damage** has occurred and a claim has been made without incurring any liability or diminishing any of **Our** rights under this Policy

(c) to take possession or require **You** to deliver to **Us** any **Property** that has been **Damaged** so that **We** may deal with such **Property** for all reasonable purposes in any reasonable manner

You may not abandon any **Property** to **Us** whether **We** take possession of the **Property** or not.

Automatic Reinstatement

(3). **We** will not reduce the Sum Insured stated in the **Schedule** by the amount of any claim unless otherwise agreed.

Care and prevention

(4). It is a condition precedent that **You** shall take all care to prevent accidents and to maintain and keep in proper repair **Your** premises, plant and everything used in the **Business**. **You** shall make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances may require. It is also a condition precedent to liability here hereunder that **You** must take all reasonable care to act in accordance with all statutory obligations and regulations including **Data Protection Legislation** and applicable related guidance from the Information Commissioner's Office, and to employ only competent **Employees**.

If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Maintenance and Safety

(5). It is a condition precedent to **Our** liability unless we agree otherwise that **You** must:

(a) comply with current gas safety regulations and laws and at the commencement and throughout the **Policy Period You** must be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. All necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer

(b) be in possession at the commencement and throughout the **Policy Period** of an electrical installation condition report (EICR) that

i. covers the whole of the electrical installation(s)

ii. is less than three years old and issued by a contractor approved and registered with either the National Inspection Council for Electrical Installation Contractors (NICEIC), Electrical Contractors Association (ECA), National Association of Professional Inspectors and Testers (NAPIT), Electrical Self Assessment (ELECSA)

iii. documents that all C1 and C2 deficiencies or defects have been remedied

If **You** breach this condition precedent **Our** liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Risk Improvement Requirements

(6). It is a condition precedent to **Our** liability that **You** will comply and continue to comply with all risk improvement requirements that have been notified to **You** and agreed to by, or on, **Your** behalf. If **You** breach this condition precedent **Our** liability will be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim, or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Cancellation by You

(7). **We** can cancel this Policy by giving **You** fourteen (14) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

(a) non-payment of premium;

(b) a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;

(c) non-cooperation or failure to supply any information or documentation **We** request; or

(d) threatening or abusive behaviour or the use of threatening or abusive language towards **Us** or any of **Our** appointed agents.

If this Policy is cancelled **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered and a deduction for any commission paid to **Your** insurance broker. This will be calculated on a proportional basis.
For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium, in addition to the deduction for any commission paid to **Your** insurance broker. If **You** have made a claim, or one has been made against **You** or an incident has occurred which may result in a claim, **You** must pay the full annual premium and **You** will not be entitled to any refund.

Cancellation by Us

You can cancel this policy which can take effect immediately or from a later date, although it cannot be backdated to an earlier date. **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered and a deduction for any commission paid to **Your** insurance broker. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium, in addition to the deduction for any commission paid to **Your** insurance broker.

Other insurance

(8). **We** will not make any payment under this Policy where **You** would be entitled to be paid under any other insurance if this Policy did not exist, except in respect of any amount in excess of the amount that would have been payable under such other insurance had this Policy not been effected. If such other insurance is provided by **Us** the amount **We** will pay under this Policy will be reduced by the amount payable under such other insurance.

Changes in circumstances

(9). **You** will, without delay, give notice in writing of any change in the information **You** provided **Us** with. These include but are not limited to

(a) any removal of any fire of security protections or building component designed to prevent **Damage** to the **Property**

(b) where the risk of **Damage** is increased

(c) where there is an alteration in the trade or use of the **Premises**

(d) where the **Business** is being wound up or carried on by a liquidator or receiver or permanently discontinued

Failing to comply with the above will mean **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Governing Law

(10). The laws of England and Wales will apply to this Policy and any attached endorsements unless **We** agree otherwise with **You** in writing before issuing the Policy. Any disputes arising under this Policy will be subject to the exclusive jurisdiction of the English Courts.

Contract (Rights of Third Parties) Act 1999

(11). A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 (as may be amended or replaced from time to time) to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Several Liability

(12). **Our** obligations under this Policy are several and not joint and **We** are limited solely to the extent of **Our** individual subscription. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

Average

(13). Unless specifically stated otherwise in the **Schedule** each Sum Insured under sections 1 – 8 will be subject to average.

Whenever a Sum Insured is subject to average, if at the time of **Damage** the Sum Insured stated in the **Schedule** is not enough to replace all of the **Property** covered as new **We** may take off an amount to reflect the difference in these values.

For example if the covered **Property** sum insured is equal to 75% of the sum needed to replace all of the **Property** we may only pay 75% of **Your** claim.

However average will not apply if the cost to replace all of the **Property** as new at the time of **Damage** is no more than 115% of the Sum Insured figure.

Security Protections

(14). It is a condition precedent to **Our** liability that whenever the **Premises** are closed for **Business** or left unattended that

(a) all security devices mentioned by **You** in the information initially given to **Us** are properly fitted and in full operation, and that any central station to which the alarm system is connected has acknowledged the setting signal

(b) all keys (including all those relating to the alarm system) are removed from the **Premises** or placed within a locked safe or strong room and the keys to the locked safe or strong room are removed from the **Premises**

(c) any details of any combination code for a combination lock are put in a locked place and the keys to such locked place are removed from the **Premises**

If **You** breach this condition precedent **Our** liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Unoccupied Premises

(15). It is a condition precedent to **Our** liability that whenever the **Premises** are left **Unoccupied** that **You:**

(a) notify **Us** as soon as **You** become aware that the **Buildings** are due to become **Unoccupied** for a period of 30 days or more

(b) have secured the **Premises** against illegal entry

(c) have disconnected all mains services (other than those responsible for maintaining security arrangements) and ensured that all water pipes and tanks are drained down (other than those connected to an operational sprinkler system)

(d) have sealed all letterboxes to prevent the insertion of any materials or liquids

(e) continue to keep the **Premises** clear of all moveable combustible material

(f) continue to inspect (or appoint an authorised agent to inspect) the **Premises** at least once a week to ensure that

i. all defects in maintenance or security are rectified immediately

ii. any signs of attempted entry or malicious **Damage** are reported to **Us** within 5 working days

iii. records of these inspections are kept and available to **Us** for inspection

(g) give **Us** immediate notice in writing if the **Premises** ceases to become **Unoccupied**

(h) give **Us** immediate notice in writing if the **Premises** ceases to become **Unoccupied**

If **You** breach this condition precedent **Our** liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Building works

(16). It is a condition precedent to **Our** liability that **You** inform **Us** prior to the commencement of any **Building Works**, whereby **We** reserve the right to amend the terms and conditions of this Policy

If **You** breach this condition precedent **Our** liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Building works (Application use of Heat)

(17). It is a condition precedent to **Our** liability that where there is use of or application of heat by means of electric, oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers during any **Building Works** (which have been specifically agreed by **Us**) the following precautions and procedures must be complied with by **You** and **Your** contractor(s) on each occasion:

(a) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) is cleared of all loose combustible material; other combustible material should be covered by sand or over-lapping sheets or screens of non-combustible material

(b) at least two adequate and appropriate fire extinguishers, in proper working order, are kept in the immediate area of the work being undertaken and used immediately in the event smoke or smouldering flames are detected

(c) blow lamps and blow torches are filled in the open and are not lit until immediately before use and are extinguished immediately after use

(d) **You** or **Your** contractor appoint someone who will watch for signs of smoke or smouldering or flames and will take immediate steps to extinguish any smouldering or flames discovered either during the works and then for a period of sixty minutes after the works have finished

(e) where the use of asphalt, bitumen, tar, pitch or lead heaters is carried out in the open and appropriate vessel designed for purpose is used and where carried out on a roof the vessel is placed on a non-combustible heat insulating base

(f) **You** must ensure that the contractor(s) using the application of heat on the **Premises** shall have in place appropriate Public Liability insurance with an indemnity limit no less than two million pounds

If **You** breach this condition precedent **Our** liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Protection Maintenance Clause

(18). It is a condition precedent to **Our** liability that in respect of any alarm system installed at the **Premises** which has been declared to **Us** or which **We** have required to be installed:

(a) a maintenance contract is maintained in force throughout the **Policy Period** with the company that installed the alarm system or a company approved by **Us**

(b) **We** are notified without delay and in writing if **You** receive written notification from a police authority that it may be withdrawing response to alarm calls or **You** are required to abate a nuisance under The Control of Noise (Code of Practice on Noise from Audible Intruder Alarms Revocation England Order 2014)

If **You** breach this condition precedent **Our** liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Fire Appliance Maintenance Clause

(19). It is a condition precedent to **Our** liability that **You** will

(a) maintain all fire extinguishing appliances contained at the **Premises** in full working order

(b) notify **Us** without delay of any disconnection or **Failure** of the automatic fire alarm installation which is likely to leave any area without protection for 12 hours or more.

If **You** breach this condition precedent **Our** liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Automatic Sprinkler Installation Clause

(20). It is a condition precedent to **Our** liability that **You** will

(a) take all reasonable steps to prevent frost and other **Damage** to the automatic sprinkler installation(s) and so far as **Your** responsibility extends, to maintain the installation(s) including the automatic external alarm signal(s) in efficient condition

(b) do and permit to be done all things practicable whether by removal or otherwise to save and protect the **Property** in the event of any discharge or leakage from said installation(s)

give **Us** notice when any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed

If **You** breach this condition precedent **Our** liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Unattended Machinery and Plant

(21). It is a condition precedent to **Our** liability that **You** will ensure that **Machinery and Plant** designed for the purpose of manufacturing or finishing is not operating when the **Premises** are left unattended

If **You** breach this condition precedent **Our** liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Premium Adjustment

(22). Y**ou** may be required to pay additional premium. If this Policy is written on an adjustable basis please refer to the Premium paragraph on **Your Schedule** for further details

GENERAL EXCLUSIONS

General Exclusions (1) to (11) apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated. **We** will not cover you in respect of:

Radioactive and nuclear	(1).	loss, **Damage**, **Injury**, **Physical Bodily Injury** liability costs or expense of any kind caused by, or contributed to, or arising from, (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component, but as far as concerns **Injury** to any **Employee** which arises out of and in the course of their employment or engagement by **You** this exclusion shall only apply in respect of (c) liability of any principal, including directors, partners or senior officials (d) liability assumed by **You** by agreement and which would not have attached in the absence of such agreement
War (in respect of Sections 1-8 and 10-11 only)	(2).	In respect of Sections 1-8 and 10-11 only loss, **Damage**, **Injury, Physical Bodily Injury** costs or expenses of any kind caused by or contributed to by or arising from war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to **Property** by or under the order of any government, or public, or local authority.
Sanctions	(3).	**we** shall not provide any benefit under this Policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
Micro Organism	(4).	loss **Damage, Injury, Physical Bodily Injury** costs or expenses of any kind caused by or contributed by or arising from mould, mildew, fungus, spores or other micro-organisms of any type, nature or description, including but not limited to any substance whose presences poses an actual or potential threat to human health
Punitive Damages	(5).	any liability for punitive, multiplied or exemplary damages, fines or penalties
Contractual Liability	(6).	any liability which is assumed by **You** by agreement, unless such liability would have attached in the absence of such agreement
Legal Restrictions	(7).	any cover, claim or benefit under this Policy where doing so would breach any sanction, prohibition or other restrictions imposed by law or regulation
United States of America	(8).	any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment award or settlement either in whole or part) unless **You** have requested that there shall be no such limitation and have accepted the terms offered by **Us** in granting such cover, which offer and acceptance must be subject to specific endorsement to this Policy.

Terrorism (except as provided in Section 9 Extension 3)	(9). loss, **Damage**, **Injury**, **Physical Bodily Injury** liability cost or expense of any kind caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to loss, **Damage**, injury, liability cost or expense of any nature caused by, resulting from or in connection with any action taken in controlling, preventing, supressing or in any way relating to any act of **Terrorism**.

Asbestos

(10). loss, **Damage, Injury**, **Physical Bodily Injury** costs or expense of any kind caused by, or contributed to, by, or arising from, the manufacture, production, storage or handling of asbestos or materials containing asbestos.

In respect of Sections 1-8

this exclusion will not apply to asbestos physically incorporated in **Buildings** insured, and then only that part of the asbestos which has been **Damaged** during the **Policy Period** by one of the following perils:

1) fire; 2) lightning or earthquake; 3) explosion; 4) aircraft and other aerial devices or articles dropped from them; 5) riot or civil commotion, strikers, locked out workers or persons taking part in labour disturbances 6) malicious persons; 7) storm; 8) Flood; 9) escape or water from any tank apparatus, pipe or sprinkler system; 10) impact; and 11) falling trees 12) escape of fuel from any fixed oil heating installation

This coverage is subject to each of the following specific limitations:

(a) The **Building** or structure must be insured under this Policy for **Damage** by that peril.

(b) The peril must be the immediate, sole cause of the **Damage** of the asbestos.

(c) You must report to **Us** the existence and cost of the **Damage** as soon as practicable after the peril first **damaged** the asbestos. However, **We** will not cover **You** for any such **Damage** first reported to **Us** more than 12 (twelve) months after the expiration, or termination, of the **Policy Period**

(d) Cover under this Policy in respect of asbestos shall not include any sum relating to

i. Wear and tear or any faults in the design, manufacture or installation of the asbestos;

ii. asbestos that has not suffered physical **Damage** by the perils mentioned above

iii. Any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design, manufacture, installation, use, retention, treatment management, repair, replacement or removal of any asbestos (whether this has suffered **Damage** or not)

In respect of Sections 9 -11

this exclusion shall not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify **You** for all liability arising out of such work

Pollution (In respect of Sections 1-8 and 10-11 only)

(11). In respect of Sections 1-8

loss **Damage**, **Injury**, **Physical Bodily Injury** costs or expenses of any kind caused by or contributed to by or arising from pollution to

(a) Any **Property** owned by **You** or for which **You** are responsible: or

(b) Any land or **Premises** (included land or water within or below the boundaries of such land or **Premises**) that are presently or were at any time previously owned, leased, hired or tenanted by **You**

And clean-up following pollution which causes **Damage** to

(c) Any **Property** owned by **You** or for which **You** are responsible

(d) Any land or **Premises** (including land or water within or below the boundaries of such land or **Premises**) that are presently or were at any time previously owned, leased , hired or tenanted by **You**

In respect of Sections 10- 11

any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **Policy Period** stated in the **Schedule**

EXCLUSIONS APPLICABLE TO SECTIONS 1-8 ONLY

General Exclusions (12) to (17) shall only apply to Sections 1-8 of this Policy and all Endorsements and Extensions unless otherwise stated. **We** will not cover you in respect of:

Northern Ireland

(12). loss, **Damage**, **Physical Bodily Injury** cost or expense of any kind in Northern Ireland caused directly or indirectly by riot, civil commotion and strikers, locked-out workers, persons taking part in labour disturbances or malicious persons

Cyber loss

(13). any loss, **Damage**, **Physical Bodily Injury**, liability, costs, expense, fines or penalties or any other amount directly or indirectly caused by, contributed to by, resulting from or arising out of:

(a) the use or operation of any **Computer and Electronic Equipment, Computer Network** or **Data;**

(b) the reduction in or loss of ability to use or operate any **Computer and Electronic Equipment, Computer Network** or **Data;**

(c) access to, processing, transmission or storage of any **Data**, or **Loss of Data**;

(d) inability to access, process, transmit or store any **Data**;

(e) any threat of or any hoax relating to (7). a to (7).d above;

(f) any error or omission or accident in respect of any **Computer and Electronic Equipment, Computer Network** or **Data.**

This exclusion will not apply to **Damage** arising out of Peril 1) Fire or 3)

Explosion directly caused by loss, **Damage**, destruction, distortion, erasure, corruption or alteration of **Computer and Electronic Equipment** or **Data**

Invalid Payments

(14). Any claims in respect of the loss of **Your Property** or of **Property** for which **You** are responsible if the cause of loss is non-payment or invalid payment for the **Property** by the third party after hand-over or release of the **Property** by **You** or on **Your** behalf to such third party or such third party's agent or representative

Biological or Chemical materials

(15). loss **Damage, Physical Bodily Injury** costs or expenses of any kind caused by or contributed to by or arising from the actual or threatened use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence

Electronic Date recognition

(16). loss **Damage**, **Physical Bodily Injury** costs or expenses of any kind caused by or contributed to by or arising from

(a) the calculation, comparison, differentiation, sequencing or processing of **Data** involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer systems, hardware programme or software and/or any microchip, integrated circuit or similar device in **Computer and Electronic equipment** or non- computer equipment, whether it is **Your Property** or not

(b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software, and/ or any microchip, integrated circuit or similar device in **Computer and Electronic equipment** or non-computer equipment, whether it is **Your Property** or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, **Damage**, cost, claim or expense

Communicable Disease Exclusion

(17) any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by or arising from infectious disease or human contagious disease.

EXCLUSIONS APPLICABLE TO SECTIONS 10-12 ONLY

General Exclusions (18) to (22) shall only apply to Sections 10-12 of this Policy and all Endorsements and Extensions unless otherwise stated. **We** will not cover you in respect of:

Employment

(18). **Injury** sustained by an **Employee** which arises out of and in the course of their employment or engagement by **You.**

Defective Workmanship

(19). Loss of, or **Damage** to, or any costs or expenses incurred in replacing, removing, rectifying, recalling or making any refund in respect of **Goods**

Watercraft, Aircraft and Offshore

(20). Liability arising from **Goods** used with **Your** knowledge in connection with aircraft and other aerospatial devices (including drones), watercraft, or **Offshore** structures

Removal of hazardous materials

(21). **Injury**, loss, **Damage**, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health

Communicable disease exclusion

(22). any liability for injury, loss or damage or any associated costs or expenses, or any fines or penalties or any other amount directly or indirectly caused by or arising from: 1) Coronavirus (COVID-19) (the disease caused by SARS-CoV-2); 2) Other disease caused by any mutation or variant of SARS-CoV-2; 3) Any novel infectious disease caused by a newly identified agent; or, 4) A threat, fear or likelihood of infection from any of the above or measures taken to prevent the spread of any of the above. This includes claims involving quarantine, whether self-imposed, recommended by a medical professional or imposed by government or public authority.

Cyber Liability

(23.) any loss, damage, liability, claim, fine, penalties, cost or expense of whatsoever nature directly or indirectly caused by contributed to by, resulting from, arising out of or in connection with any:

1) **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or

2) Loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**; where such loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, or theft of any **Data** is directly or indirectly caused by contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or **Cyber Incident**

3) **Cyber War;**

regardless of any other cause or event contributing concurrently or in any other sequence thereto. However this exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:

a) any ensuing **Injury**; or

b) any ensuing physical damage to **Property**;

resulting from or arising out of a **Cyber Incident** or a **Cyber Act**. Nothing contained in the foregoing shall provide coverage for any action taken in controlling preventing supressing or remediating a **Cyber Incident** or a **Cyber Act**.

This exclusion shall not apply to the Data Protection Extension under Section 10 of this Policy.

SECTION 1: MATERIAL DAMAGE

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

Transfer of Interest

(1). If at the time of **Damage** to the **Buildings** covered under this Section **You** have entered into a contract to sell **Your** interest in it but

(a) The contract has not yet completed and;

(b) The **Buildings** have not yet been insured by or on behalf of the purchaser and;

(c) The purchase is subsequently completed

We will cover the purchaser to the extent that this Section covers the **Buildings** for a period of up to 12 months but never to exceed the **Policy Period**

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

Basis of Re-instatement

(2). Unless otherwise stated in the **Schedule** in the event of **Damage** the basis upon which **We** will calculate the amount **We** will pay for any claim will be the reinstatement of the **Property** lost or **Damaged** subject to the following conditions

(a) If the **Property**, other than stock or motor vehicles, pedal cycles or personal items is lost or **Damaged We** will pay for its rebuilding or replacement by similar **Property** in a condition as good as, but not better than or more extensive than, its condition when new

If such **Property** covered is only partially **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** had been completely lost or **Damaged**

If at the time of **Damage** any **Buildings** are the subject of an existing contract or order for demolition then **We** will only pay for removal of debris costs

In relation to stock, motor vehicles or pedal cycles **We** will pay for the value at the time of **Damage**. This shall not be assessed by reference to the sale or resale value other than as expressly stated in point (3) Contract Sale Price below

(b) The **Property** covered may be replaced on another site and in a manner suitable to **Your** needs but must not increase **Our** liability

(c) All work must be carried out as quickly as possible

(d) **We** will not cover **You** under this clause

i. If **You** or someone acting on **Your** behalf have insured the **Property** under another Policy which does not have the same basis of reinstatement

ii. If **You** do not comply with any of the terms of this clause

Contract Sale Price

(3). If **Goods** sold but not delivered for which **You** are responsible suffer **Damage** covered by this Section, and because of this, the contract of sale is cancelled under the conditions of sale, **We** will cover **You** on the basis of the contract price for the **Goods** which have suffered **Damage**

Subrogation Waiver

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

(a) Any company whose relationship to **You** is either a parent or subsidiary or subsidiary to parent

(b) Any company which is a subsidiary of a parent company of which **You** are a subsidiary as defined in, or within the meaning of the Companies Act 2006 current at the time of the **Damage**

What is covered	Limitations and exclusions
SCOPE OF COVER	
We will pay **You**, in accordance with the provisions of the Basis of Re-instatement for **Damage** to the **Property** provided that the **Damage**: a) is caused by one or more of the INSURED PERILS numbered 1 to 13 and listed below for which cover is provided in the Schedule; and b) occurs during the **Policy Period**	**We** will not cover **You** under this Section for: a) more than the Sum Insured on each item or b) the total Sum Insured or c) any other maximum amount payable or the limit specified in the **Schedule** d) the **Excess** specified in the **Schedule**
INSURED PERILS 1) Fire 2) Lightning or earthquake 3) Explosion 4) Aircraft and other aerial devices or articles dropped from them 5) Riot, civil commotion, strikers, locked out workers, or persons taking part in labour disturbances 6) Malicious persons 7) Storm any one **Occurrence** 8) Flood any one **Occurrence** 9) Escape of water from any tank apparatus, pipe or sprinkler system	**We** will not cover **You** under this Section for **Damage** caused by or consisting of: a) an existing or hidden defect in the **Property** b) gradual deterioration or wear and tear c) frost or change in the water table d) faulty design of the **Property** or faulty materials used in its construction e) faulty workmanship, operating error or omission by **You** or any of **Your Employees** f) the bursting of a boiler or other equipment not being used for domestic purposes where the internal pressure is due to steam only and belongs to **You** or is under **Your** control - **We** will pay **You** in respect of any subsequent **Damage** which results from perils 1) Fire or 3) Explosion

What is covered	Limitations and exclusions
10) Impact 11) Falling trees 12) Escape of fuel from any fixed oil heating installation	not otherwise excluded g) **Damage** caused by pressure waves from aircraft or other devices h) nipple or joint leakage or **Failure** of welds i) mechanical or electrical breakdown j) **Damage** to gates, fences or moveable **Property** in the open caused by wind, rain, hail, sleet, snow or flood K) **Subsidence**, **Heave** or **Landslip** unless resulting from 1) Fire, 3) Explosion, 2) Lightning or earthquake or 9) Escape of water from any tank apparatus pipe or sprinkler system l) **Settlement** m) **Building Works** unless agreed by **Us** prior to the commencement of such works. n) **Damage** whilst the building is **Unoccupied** unless otherwise agreed by **Us.** o) **Damage** to jewellery, precious stones, precious metals, bullion, furs, curiosities, bonds, negotiable documents, securities or medals p) **Damage** to roads, pavements, piers, jetties, bridges, culverts or excavations q) **Damage** to animals, growing or standing crops or trees r) **Consequential Loss** or **Damage** of any kind s) any and all **Damage** pre-existing prior to the inception of this Policy to **Property** insured hereunder. t) **Damage** to glass (unless specified under Material Damage extensions) t) malicious damage caused by **Your** tenant in excess of £10,000, or where the tenant has deliberately tampered with the electrical installations and/or the fixed water tanks apparatus or pipes at the premises
13) Theft or attempted theft which involves a) violent and forcible entry to the **Premises** b) violence, or the threat of violence against **You** or any **Insured Person** or **Employee** by **You**	In relation to insured peril 13) Theft or attempted theft in addition to the exclusions stated above **We** will not insure **You** for a) theft to moveable **Property** in the open, or in open sided **Buildings** or compounds

What is covered	Limitations and exclusions
	unless expressly agreed in the **Schedule** b) theft from yards, open sided **Buildings**, compounds or other open spaces unless specifically mentioned in the **Schedule** c) theft where the **Premises** are **Unoccupied** d) unexplained disappearance e) inventory shortage f) misfiling, misplacing of information or clerical error g) theft or attempted theft of **Property** or **Tools** from an **Unattended Vehicle** unless such vehicle is garaged in a secured locked building, or a compound with secured walls and fences and secured gates h) theft or attempted theft of **Property** or **Tools** from an **Unattended Vehicle** where all of the openings of the vehicle are not locked and / or the keys have not been removed from the vehicle and the **Property** has not been concealed from view i) theft or attempted theft of Property or Tools from, or in, a soft-topped or open-topped vehicle or trailer, or open-sided or curtain-sided vehicle or trailer unless the vehicle or trailer is stolen at the same time
PROFESSIONAL FEES **We** will pay **You** in respect of professional fees necessarily payable by **You** for reinstating or repairing the **Property** following **Damage** caused by this Section	**We** will not cover **You** under this Section for: a) fees that are payable under another policy b) fees that are required in preparing a claim
TEMPORARY REMOVAL OF DOCUMENTS AND COMPUTER SYSTEMS RECORDS **We** will pay **You** for **Damage** to documents and **Data** under this Section while temporarily removed to any **Premises** not owned by **You** in the **Territorial Limits** specified in the **Schedule** **We** will pay **You** up to an amount of £50,000 any one loss	**We** will not cover **You** under this Section for a) **Property** removed for more than 90 consecutive days unless otherwise agreed
DAMAGE TO PROPERTY WHILST TEMPORARILY REMOVED FOR CLEANING, RENOVATION OR REPAIR	

What is covered	Limitations and exclusions
We will pay **You** for **Damage** to the **Property** while temporarily removed for cleaning, renovation or repair to a) another part of the **Premises** b) any other **Premises** in the **Territorial** L**imits** **We** will pay **You** up to an amount of 10% of the Sum Insured for each item covered	**We** will not cover **You** under this Section for a) Stock or **Computer and Electronic Equipment** b) **Property** insured elsewhere c) **Property** removed for longer than 30 days d) **Damage** to any motor vehicle or motor chassis licensed for normal road use e) **Damage** to moveable **Property** in the open or in open sided **Buildings** and compounds in respect of perils 7) Storm and 8) Flood and 13) Theft
REMOVAL OF DEBRIS / DISMANTLING, SHORING UP COSTS **We** will pay **You** for costs and expenses **You** are required to pay with **Our** consent in relation to a) removal of debris b) dismantling or demolishing c) shoring up or propping of the parts of the **Property** which have suffered **Damage** under this Section	**We** will not cover **You** under this Section for costs and expenses a) **You** are required to pay for removing debris from anywhere other than the site of the **Damage** and the area immediately next to it b) more specifically insured elsewhere
DAMAGE IN RESPECT OF UNDERGROUND PIPES AND CABLES **We** will pay **You** for **Damage** to underground pipes and cables which extend from the building to the public mains **We** will pay **You** up to a maximum of 10% of the **Buildings** Sum Insured	**We** will not cover **You** under this Section for a) the cost of maintenance b) **Damage** caused by corrosion, rust or rot c) **Damage** caused by vermin or insects d) **Damage** caused by atmospheric or climatic conditions e) **Damage** caused by normal shrinkage
CUSTOMERS GOODS IN CARE CUSTODY AND CONTROL **We** will pay **You** for **Damage** to customers **Goods**, or **Goods** for which **You** become legally responsible whilst temporarily in **Your** custody and control and **You** have accepted responsibility	**We** will not cover **You** under this Section where the **Goods** are more specifically insured elsewhere
ACCIDENTAL DISCHARGE OF WATER FROM THE METERED WATER SYSTEM **We** will pay for charges **You** are required to pay if water is accidentally discharged from the metered water system providing services to the **Premises**	

What is covered	Limitations and exclusions
We will pay **You** up to a maximum of £2,500 any one claim	
DAMAGE TO DOCUMENTS AND COMPUTER SYSTEM RECORDS **We** will pay **You** for **Damage** to documents manuscripts **Business** books and computer system records **We** will pay **You** up to a maximum of £5,000 any one claim	
DAMAGE TO PATTERNS, MODELS, MOULDS, PLANS AND DESIGNS **We** will pay **You** for **Damage** to patterns, models, moulds, plans and designs but only for the value of the materials and the cost of labour and computer time spent in reproducing them **We** will pay **You** up to a maximum of £5,000 any one claim	**We** will not cover **You** under this Section for a) expenses in connection with producing information to be recorded b) the value to **You** of any information lost
DAMAGE TO RARE BOOKS AND WORKS OF ART **We** will pay **You** for **Damage** to rare books and or works of art **We** will pay **You** up to a maximum of £2,000 any one item and £10,000 any one claim	
UNAUTHORISED USE OF UTILITIES **We** will pay **You** the cost of metered electricity, gas or water for which **You** are legally responsible for arising from its unauthorised use by persons taking possession keeping possession or occupying the **Property** covered without **Your** authority provided that **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered. **We** will pay **You** up to a maximum of £10,000 any one **Policy Period**	

What is covered	Limitations and exclusions
DAMAGE TO OTHER CONTENTS **We** will pay **You** for **Damage** to all other contents which includes a) trade samples held at the **Premises** b) wines, spirits, cigarettes and tobacco held by **You** for **Your** own private entertainment purposes c) personal belongings, pedal cycles, tools and instruments belonging to **You** or any of **Your** directors, **Employees**, customers or visitors but only if they are not more specifically insured **We** will pay **You** up to a maximum of £500 any one claim	
ADDITIONAL COSTS IN COMPLYING WITH LEGISLATION **We** will pay **You** in for additional costs in reinstating the **Property** (including **Damaged** portions) necessary to comply with any a) European Union Legislation b) Act(s) of Parliament c) Bye-Laws of any Public Authority Work must begin and be carried out as quickly as possible Work may be carried out on another site and in a manner suitable to **Your** needs but this must not increase **Our** liability The maximum **We** will pay **You** in respect of this Section is the Sum Insured for **Property** which has suffered **Damage**, and 15% to undamaged portions of the **Property**	**We** will not cover **You** under this Section for costs **You** are required to pay a) in respect of **Damage** not covered by this Section b) where notice was served to **You** before the **Damage** occurred c) where an existing requirement must be completed within a stipulated period d) in respect of **Property** or parts of the **Property** which have not suffered **Damage** e) for any charge or assessment arising from capital appreciation following compliance with the legislation
DAMAGE TO BUILDINGS IN THE COURSE OF ERECTION **We** will pay **You** in respect of **Damage** to a) any newly acquired or newly erected **Buildings** in the course of erection and **Trade Contents and Machinery and Plant** insofar as the same are not otherwise insured b) alterations, additions and improvements to **Buildings** and **Trade Contents and Machinery and Plant** but not in respect of any appreciation of value **We** will pay **You** for an amount up to 10% of the total **Buildings** and **Trade contents and machinery and plant** Sums Insured covered under this Section or a maximum of £250,000, whichever the lower amount	**We** will not cover **You** under this Section for any **Property** for which a building contractor is responsible **You** will declare to **Us** the date and value of such additions, alterations and improvements at intervals of not more than 6 months upon which an additional premium may be required

What is covered	Limitations and exclusions
COSTS IN RESPECT OF CLEARING AND CLEANING OF DRAINS, GUTTERS AND SEWERS **We** will pay for costs and expenses **You** are required to pay following **Damage** covered by this Section, in respect of clearing and cleaning of drains sewers and gutters	
COSTS AND EXPENSES IN REPLACING, REFILLING OR RECHARGING EXTINGUISHING EQUIPMENT **We** will pay for costs and expenses **You** are required to pay for refilling, recharging, replacing any extinguishing materials and equipment when **You**, and or **Your** authorised agent, or the fire brigade attempt to extinguish or minimise a loss **We** will pay **You** up to a maximum of £2,500 any one claim	**We** will not cover **You** under this Section for a) costs and expenses that can be recovered from the public authority responsible b) where equipment is not maintained in efficient working order
COSTS FOR CHANGING LOCKS **We** will pay for costs **You** are required to pay for in changing locks at the **Premises** following loss of keys, including safe keys by Peril 13) theft or attempted theft at the **Premises** **Your** home or the home of a director of **Your** company or the home of an **Employee** of **Your** company **We** will pay **You** up to a maximum of £2,500 any one claim	**We** will not cover **You** under this Section if a) the keys were left on the **Premises** overnight b) the keys were not kept in a secure place away from the safe whilst the **Premises** are occupied

SECTION 1A: EXTENSIONS TO MATERIAL DAMAGE SECTION

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions.

What is covered	Limitations and exclusions
1. ACCIDENTAL DAMAGE **We** will pay **You**, in accordance with the provisions of the Basis of Re-instatement, against accidental **Damage** caused by any cause other than INSURED PERILS 1 to 13	The **Excess** specified in the **Schedule** In relation to Extension 1 Accidental **Damage** and IN ADDITION TO THE LIMITATIONS AND EXCLUSIONS STATED IN SECTION 1 ABOVE **We** will not cover **You** for **Damage** caused by or consisting of a) **Damage** to motor vehicles and accessories in or upon the vehicles, explosives livestock, bonds, negotiable documents or securities except as expressly itemised in the **Schedule** b) vermin or insects, mould or fungus c) corrosion, rust or rot d) shrinkage, evaporation or loss of weight

What is covered	Limitations and exclusions
	e) dampness or dryness f) scratching g) unexplained disappearance or inventory shortage, misfiling, misplacing of information or clerical error h) inherent or latent defect i) **Damage** to **Money** j) the **Property** undergoing any process of production, packing, treatment, testing, commission, servicing or repair k) **Damage** to glass, glassware, china, earthenware, marble, or other fragile or brittle objects l) **Damage** to computer records m) change in temperature, colour, flavour, texture or finish n) **Damage** to any part of any item of **Property** caused by its own ignition, electrical breakdown or burn out o) **Damage** to any vending machines, ATM machines, or coin operated machines as a result of insertion of a foreign object including counterfeit coins
2. GLASS **We** will pay **You**, in accordance with the provisions of the Basis of Re-instatement for a) breakage (including the cost of boarding up) of glass at the **Premises** b) **Damage** at the **Premises** to contents of display windows c) **Damage** at the **Premises** to window and door frames d) the cost of removing and reinstating obstructions to replacing glass e) the cost of replacing alarm foil lettering, embossing, silvering, or other ornamental work on the glass up to £500	**We** will not cover **You** under this Section for: a) more than the Sum Insured on each item or b) the total Sum Insured or c) any other maximum amount payable or the limit specified in the **Schedule** d) the **Excess** specified in the **Schedule** **We** will not cover you under this Section for breakage of glass in a) light fittings b) vehicles c) vending machines d) stock or breakage of glass where a) the **Premises** are **Unoccupied** b) it is in transit or being fitted

What is covered	Limitations and exclusions
	c) it is caused by workmen carrying out alterations or repairs to the **Premises** d) **Damage** is caused by scratching, gradual deterioration, wear and tear, or there has been a change in the colour or the finish e) the glass is only chipped or scratched
3. SUBSIDENCE **We** will pay **You**, in accordance with the provisions of the Basis of Re-instatement for **Damage** to the **Property** insured caused by **Subsidence**, **Heave** or **Landslip** at the site of the **Property** Where there is **Damage** to the **Building** this Section is extended to include a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios b) walls, gates, hedges or fences	The **Excess** specified in the **Schedule** **We** will not pay **You** where **Damage** is caused by a) collapsing, cracking, shrinking or **Settlement** b) coastal or river erosion c) defective design or inadequate construction of foundations d) demolition, structural alteration, or repair e) **Settlement** or movement of made up ground **f)** movement of solid floor slabs (unless there is **Damage** to the foundations beneath the exterior walls of the **Premises** at the same time)
4. DAY ONE (NON ADJUSTABLE) For each item of the **Property** covered with a **Declared Value** as stated in the **Schedule We** agree to add the following term to the Basis of Reinstatement condition on page 28 " e) if at the time of rebuilding or replacement the Sum Insured figure (calculated by applying the day one uplift percentage to the **Declared Value**) is within the amount it would take to replace the whole of the **Property We** will not apply average " **You** must notify **Us** of the **Declared Value** at the start of each **Policy Period**. In the event that **You** do not advise **Us**, **We** will use the last **Declared Value** notified to **Us**	

SECTION 2: MONEY AND ASSAULT

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

Records and Key Security

(1). It is a condition precedent to **Our** liability that **You** must

(a) Keep a complete record of **Money** and store this in a secure place other than in a safe or strong room containing **Money**

(b) Keep the safe or strong room locked with the keys removed from the **Premises** outside of **Business Hours** unless the **Premises** is occupied by **You** or any of **Your** authorised **Employees** in which case the keys will be kept in a secure place away from any safe or strong room

If **You** breach this condition precedent **Our** liability for this section will be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Money in transit

(2). With regards to **Money** in transit it is a condition precedent to **Our** liability that **You** must ensure that it is

(a) Accompanied by more than one able bodied adult if the value of the **Money** exceeds £3,500

(b) Entrusted to a professional security company if the value of the **Money** exceeds £10,000

If **You** breach this condition precedent **Our** liability for this section will be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Medical Evidence

(3). **We** may require

(a) **You** or **Your Employee** to undergo a medical examination or post mortem

(b) **You** or **Your** legal representative to supply **Us** at **Your** expense any certificate, information and evidence that **We** might require

What is covered	Limitations and exclusions
SCOPE OF COVER **We** will pay **You** for loss or **Damage** in respect of a) **Non-negotiable Monetary Instruments** up to a maximum value of £100,000 b) **Money** in transit or in a bank night safe until removed by a bank official c) **Money** on contract sites which **You** or any of **Your Employees** are working on	**We** will not cover **You** under this Section for: a) More than the Sum Insured on each item or b) the total Sum Insured or c) any other maximum amount payable or the Limit specified in the **Schedule**

What is covered	Limitations and exclusions
d) **Money** at **Your** or any **Employees** homes up to a maximum of £500 e) **Money** on the **Premises** during **Business Hours** f) **Money** contained in a locked safe outside of **Business Hours** g) **Money** not contained in a locked safe outside of **Business Hours** The **Money** or **Non-negotiable Monetary Instrument** must: a) belong to **You** b) be **Your** responsibility and in connection with the **Business** whilst • in transit • in the custody of collectors for 24 hours from the time they receive it until the next working day whichever the later • in a bank night safe until removed by the bank	d) the **Excess** specified in the **Schedule** e) loss or shortages due to clerical or accounting errors or omissions, accountancy depreciation, currency fluctuation or **Consequential Loss** of any kind f) loss of **Money** from **Unattended Vehicles** g) loss of **Money** from any vending or gaming machine unless specifically stated in the **Schedule** h) loss due to **Your** or any of **Your Employees'** dishonesty i) forging, fraudulent alteration or substitution or fraudulent use of computer or electronic transfer j) any payment which proves to be counterfeit, false, invalid, uncollectible, irrecoverable for any reason k) **Damage** caused by any **You** or any of **Your Employees** unless discovered within 7 working days of the date the **Damage** was caused l) loss of counterfeit **Money** m) **Damage** to **Money** or **Non-negotiable Monetary Instruments** from peril 13) Theft unless accompanied by forcible and violent entry into or exit from the **Premises** or the threat of violence
COST OF REPAIR, REPLACEMENT TO ANY PERSONAL BELONGINGS OR SAFE / STRONGROOM Following theft or attempted theft **We** will pay **You** for the cost of replacement or repair following loss or **Damage** to a) any safe or strong room b) any case, bag or waistcoat used for carrying **Money** c) clothing or personal belongings owned by **You** or any of **Your Employees** up to £100 per individual item with a total maximum of £500 per person	
COMPENSATION FOR PHYSICAL BODILY INJURY **We** will compensate the **Insured Person** who suffers **Physical Bodily Injury** up to the amounts specified below following a claim under Peril 13) theft, attempted theft, violence or the threat of violence in the normal course of the **Business**	**We** will not cover you under this Section for: a) anything caused by or contributed to any pre-existing defect infirmity illness or disease

What is covered	Limitations and exclusions
which results in **Physical Bodily Injury** causing a) death - £25,000 b) total and permanent loss of sight in one or both eyes - £25,000 c) total or permanent loss of hearing in one or both ears - £25,000 d) loss of one or more limbs -£25,000 e) any other total and permanent disablement which prevents **You** or any **Insured Person** from pursuing their normal occupation for £25,000 f) total or partial disablement which prevents **You** or any **Insured Person** from pursuing their normal occupation up to an amount of £100 per Week at 4 Weekly intervals (maximum of 2 years from date disablement) which will end if payment made under contingencies a - e	

SECTION 3: PROPERTY IN TRANSIT

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

Your Duty of Care

(1). It is a condition precedent to **Our** liability that **You** must

(a) only employ drivers with valid driving licenses for the vehicles they operate

(b) take all reasonable measures to

i. prevent **Damage**
ii. secure loads properly
iii. maintain **Your Own Vehicle** is suitable for the purpose for which it is to be used

(c) allow **Us** access to examine any of **Your Own Vehicles** or **Your Premises** from which **You** operate

(d) maintain all vehicles used by **You** for the carriage of **Property** in transit in good condition

(e) retain rights of recourse or redress against any person engaged under contract to convey the **Property** in transit

If **You** breach this condition precedent **Our** liability for this section will be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Basis of Re-instatement

(2). If the **Property** in transit is under invoice at the time of **Damage**

(a) the actual invoice value to **You** together with such costs and charges (including **Your** commission as selling agent) as may have accrued and become legally due with respect to **Property** dispatched to **You** or for **Your** account; or

(b) the amount of **Your** invoice, including prepaid or advanced freight, with respect to **Property** that has been sold by **You** and is being dispatched to or for the account of the purchaser by **You**

(3). If the **Property** in transit is not under invoice at the time of **Damage,**

(a) the replacement of **Property** in transit lost or destroyed by the closest equivalent **Property** available or the repair or restoration of damaged **Property** in transit to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new, provided that with respect to any manuscripts or documents in respect of which **We** agree to pay **You** under this section

i. the value of materials as stationery
ii. the cost of clerical labour in reproducing or writing up such documents
iii. the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

(4). If the invoice value or cost of replacement, repair or restoration of **Property**

Basis of Re-instatement	in **Transit** in respect of any load or consignment exceeds the Sum Insured, **Our** liability in the event of **Damage** to which this Section applies will not exceed the proportion that the Sum Insured bears to the full cost of reinstatement, replacement, repair or restoration and **You** will be liable for the remaining proportion and any further amount that exceeds that Sum Insured

What is covered	Limitations and exclusions
SCOPE OF COVER **We** will cover **You** during the **Policy Period** in respect of **Damage** to **Property** which includes a) **Your** own sheets, ropes, chains, toggles, or packing materials whilst carried on **Your Own Vehicle** or a hauliers vehicle b) **Your** or **Your** drivers or any **Employees Personal effects** in or from **Your Own Vehicle** up to a maximum of £250 c) **Tools** in or from **Your Own Vehicle** and whilst temporarily stored during transit whilst in transit or by means of transit whilst loading and unloading whilst temporarily stored during transit **We** agree to cover **You** following collision, overturning or impact of any vehicle during the **Policy Period** in respect of costs and expenses **You** are required to pay a) in removing debris b) in site clearance c) for transhipment and recovery charges up to a maximum of £5,000 any one **Occurrence**	**We** will not cover **You** under this Section for **Damage** to **Property:** a) over and above the Sum Insured or any maximum limit specified in the **Schedule** for each item b) the **Excess** specified in the **Schedule.** c) **Tools** and **Personal Effects** whilst temporarily stored during transit for a period greater than 14 days. d) where the theft or attempted theft of the **Property Tools** or **Personal Effects** occurred to an **Unattended Vehicle** between the hours of 21.00 and 06.00 at the location of the vehicle unless such vehicle are in garages in a secured locked building, or a compound with secured walls and fences and secured gates e) where the theft or attempted theft of the **Property Tools** or **Personal Effects** from **Unattended Vehicles** occurred as a result of the openings of the vehicle not being locked and / or the keys hadn't been removed. f) where the theft or attempted theft was not violent and forcible or did not involve violence or the threat of violence against **You Your** drivers or any of **Your Employees** g) where the theft or attempted theft of the **Property, Tools, or Personal Effects** is from, or in, a soft-topped or open-topped vehicle or trailer, or open-sided or curtain-sided vehicle or trailor, unless the vehicle or trailer is stolen at the same time h) where the **Property Tools** or **Personal Effects** were not concealed from view. i) in transit for hire or reward j) as a result of vibration, denting or scratching **We** will not cover you under this Section for: k) defective or inadequate packing, insulation or labelling

What is covered	Limitations and exclusions
	l) evaporation or ordinary leakage m) vermin, wear and tear or gradual deterioration or contamination n) an existing or hidden defect o) delay p) inadequate documentation q) any financial loss arising out of **Damage** or loss to **Property** in transit r) the **Property's** own mechanical, electrical, electronic or electromagnetic derangement s) shortage in weight t) deterioration or variation in temperature, unless caused as a result of a road traffic collision u) confiscation, requisition, destruction by order of any government or public authority v) losses arising out of riot, civil commotion, strikes, lockouts or labour disturbances w) occurring outside the **Territorial Limits** or outside the scope of the **Business** x) audio or visual equipment mobile phones tablets y) non-ferrous metals in scrap and/or ingot form z) patterns, models, moulds, plans or designs aa) furs, jewellery, precious stones, precious metals or bullion bb) curiosities, works of art or rare books cc) **Money**

SECTION 4: DETERIORATION OF STOCK

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

Annual Maintenance contract	(1).	It is a condition precedent to **Our** liability that **You** must ensure that any refrigerant unit at the **Premises** is maintained by the manufacturer or the person who installed the unit or a competent engineer under an annual maintenance contract.
Condemnation Certificate	(2).	It is a condition precedent to **Our** liability that in the event of **Damage You** must obtain a Condemnation Certificate by the relevant authority under current legislation If **You** breach these conditions precedent **Our** liability will be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

What is covered	Limitations and exclusions
SCOPE OF COVER **We** will pay **You** in respect of **Damage** occurring during the **Policy Period** caused by deterioration or contamination of food belonging to **You** for which **You** are responsible while contained in any refrigeration unit within the **Buildings** insured due to a) change in temperature as a result of the breaking, distortion, or burning out of any part of the i. unit ii. unit wiring iii. supply cable to the unit including the plug and the fuse caused by mechanical or electrical defects in the unit while it is being used under normal working conditions b) change in temperature as a result of a **Failure** of the controls to operate normally c) change in temperature as a result of the accidental **Failure** of the public electricity supply d) accidental leakage of refrigerant or refrigerant fumes from the unit	**We** will not cover you under this Section for: a) more than the Sum Insured on each item or b) the total Sum Insured ; or c) any other maximum amount payable or the Limit specified in the **Schedule** d) any **Excess** stated in the **Schedule** e) any insurance or recovery provided for under a manufacturer's warranty or extended warranty or maintenance contract Or **Damage** f) where the accidental **Failure** of the electricity supply is deliberately caused by the supply authority g) caused by wear and tear or gradual deterioration or flaws and defects in the unit h) caused by failure to correctly set temperature controls i) causing interruption to the supply of electricity which does not exceed 8 consecutive hours j) caused by **Failure** of refrigeration units over 10 years old

SECTION 5: All RISKS TO BUSINESS EQUIPMENT

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements.

Basis of Re-instatement

(1). Unless otherwise stated in the **Schedule** in the event of **Damage** or loss under this section the basis upon which **We** will calculate the amount **We** will pay for any claim will be:

(a) the repair or restoration of damaged **Business Equipment** shown in the **Schedule** to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

(b) The replacement of **Business Equipment** lost or substantially **Damaged** beyond the reasonable cost of repair by the closest equivalent model or equipment available, provided that any depreciation allowed for in **Your** balance sheet shall be deducted from any reimbursement of cost of replacement by **You** or **You** will reimburse **Us** for such amount if **We** pay for the cost of replacement.

(c) If **You** require replacement by an item of **Business Equipment** that costs more than the closest equivalent to that lost or substantially damaged beyond the reasonable cost of repair **You** will be responsible for the difference between the cost of replacement by the closest equivalent model or equipment and the actual cost of replacement.

(d) If the cost of repair restoration or replacement of all **Business Equipment** under an item in the **Schedule** exceeds the Sum Insured for that item **We** will only pay for the proportion that the sum insured for that item bears to the cost of repair restoration or replacement of all **Business Equipment** under that item **We** will not pay more than the Sum Insured figure.

What is covered	Limitations and exclusions
SCOPE OF COVER **We** will pay **You** in accordance with the provisions of the Basis of Re-instatement for **Damage** to **Your Business Equipment** provided that the **Damage** occurs within the **Territorial Limits** during the **Policy Period**	**We** will not cover **You** under this Section for: a) more than the Sum Insured on each item or b) the total Sum Insured c) any **Excess** stated in the **Schedule** or **Damage** caused by: d) vermin or insects, mould or fungus e) dampness, dryness, or climatic conditions f) **Damage** caused by repair, renovation or servicing g) **Damage** to computer records and the cost to reinstate **Data** h) **Damag**e to any part of any item of **Property** caused by its own ignition, electrical

What is covered	Limitations and exclusions
	breakdown or burn out i) wear and tear j) scratching, marring or denting or where k) **You** have a more specific insurance policy in force such as a manufacturer's warranty or extended warranty or leasing agreement whereby **We** will only pay for any amount in excess of what is not covered under this Policy l) the **Business Equipment** is left in an **Unattended Vehicle** and not concealed from view m) theft or attempted theft was not forcible and violent n) the **Business Equipment** is carried in transit by air as hand luggage

SECTION 6: BUSINESS INTERRUPTION

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

- All terms in this Section exclude value added tax to the extent that **You** are accountable to the tax authorities for value added tax
- Any adjustment made for current cost accounting will be ignored

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

Material Damage Condition Precedent

(1). It is a condition precedent to **Our** liability to make any payment under this Section that:

(a) Section 1: Material Damage is in force at the time covering **Your** interest in the **Property** at the **Premises** for the **Damage**

(b) there is a valid claim under Section 1: Material Damage

(c) Payment would have been made or liability admitted for such **Damage** but for any **Excess** or the exclusion of losses below a stated amount

Debit Recording

(2). It is a condition precedent to **Our** liability to make any payment under this Section that at the end of each 3 month period **You** must:

(a) record the total amount outstanding in **Your Customers' Accounts**

(b) keep this information in a different building to that containing **Your** accounting and other **Business** records

(c) ensure that this information is maintained by **Your** accountant

Failing to comply with the above will mean **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

Alteration

(3). **We** will not pay **You** in respect of this Section if **Your** interest ceases other than by death unless agreed in writing by **Us**, or the **Business** is:

(a) wound up or carried on by a liquidator or receiver

(b) permanently discontinued

Uninsured Working Charges

(4). Any **Increase Cost of Working** settlement will take into account any standing charges of the **Business** which are not covered (having been deducted in arriving at the **Gross Profit**). **We** will reflect in any such settlement the proportion only of any additional expenditure which

(a) the **Gross Profit** bears

(b) the sum of the **Gross Profit** and the uninsured standing charges

First financial year

(5). In the event that the **Damage** occurs before the end of the first financial year of the **Business**, the results of the **Business** up to the date of the **Damage** will be used as a basis upon which to assess what the **Gross Profit** or **Gross Revenue** of the **Business** for the first financial year would have been had the **Damage** not occurred.

Declaration linked clause

(6). **You** shall prior to each renewal provide **Us** with the **Estimated Gross Profit** or **Estimated Gross Revenue** as insured heron for the financial year most nearly concurrent with the ensuing year of insurance.

The first and annual premiums in respect of each item of **Estimated Gross Profit** or **Estimated Gross Turnover** are provisional and **You** shall provide **Us** no later than 6 months after the expiry of each **Policy Period** a declaration confirmed by **Your** accountants of the **Gross Profit** or **Gross Revenue** earned during the financial year most nearly concurrent with the **Policy Period.**

Accountants can be substituted for auditors in respect of companies exempt from audit requirements.

If any **Damage** shall have occurred giving rise to a claim for loss of **Gross Profit** or **Gross Revenue** the above mentioned declaration shall be increased by **Us** for the purpose of premium adjustment by the amount by which the **Gross Profit** or **Gross Revenue** was reduced during the financial year solely as a consequence of the **Damage.**

If the declaration (adjusted as provided above and proportionately increased where the **Maximum Indemnity Period** exceeds 12 months)

(a) is less than the **Estimated Gross Profit** or **Estimated Gross Revenue** specified on the **Schedule** for the **Policy Period, We** will allow a pro rata return of the premium up to a maximum of 50%.

(b) is greater than the **Estimated Gross Profit** or **Estimated Gross Revenue** specified on the **Schedule** for the **Policy Period, You** shall pay a pro rata additional premium.

What is covered	Limitations and exclusions
SCOPE OF COVER **We** will cover **You** in respect of each item of **Estimated Gross Profit** or **Estimated Gross Revenue** as specified in the **Schedule** for any interruption or interference with the **Business** as a result of **Damage** occurring during the **Policy Period** by any loss covered by the terms of Section 1. Material Damage For **Gross Profit We** will pay a) in respect of reduction in **Turnover** the sum produced by applying the **Rate of Gross Profit** to the amount by which due to the **Damage** the **Standard Turnover** exceeds the **Turnover** plus any **Increased Cost of Working** during the **Indemnity Period.** For **Gross Revenue We** will pay a) for the amount by which the **Gross Revenue** during the **Indemnity Period** falls short of the **Estimated Gross Revenue** as a result of	**We** will not cover **You** under this Section: a) for more than 133.33% of **Estimated Gross Profit** or **Estimated Gross Revenue** specified in the **Schedule** b) in respect of **Gross Profit** for any savings during the **Indemnity Period** in **Business** charges or expenses payable out of **Gross Profit** which reduce or stop due to the **Damage** c) in respect of **Gross Revenue** for any savings to expenses or working costs made during the **Indemnity Period** as a result of the **Damage** d) for interruption or interference where the **Damage** is excluded under this Policy e) for interruption or interference where the **Damage** is caused by peril 13) Theft or attempted theft f) for any **Increased Cost of Working** that exceeds the amount by which a reduction in the turnover or revenue is avoided as a result

What is covered	Limitations and exclusions
the **Damage** plus any **Increased Cost of Working** during the **Indemnity Period**	
PREVENTION OF ACCESS **We** will pay **You** for loss of **Gross Profit,** reduction in **Gross Revenue**, or **Increased Cost of Working** owing to: Prevention of access to the **Premises** as a result of **Damage** occurring during the **Policy Period** to **Property** within 250 metres of the **Premises** by any loss covered under Section 1. Material Damage which prevents access to the **Premises** **We** will pay **You** up to a maximum amount of £25,000 in respect of the total of all losses occurring during the **Policy Period**	**We** will not cover **You** under this Section where the prevention of access is less than 8 consecutive hours in length
LOSS OF POWER, ELECTRICITY, OR WATER SUPPLIERS **We** agree to pay **You** for loss of **Gross Profit,** reduction in **Gross Revenue**, or **Increased Cost of Working** during the **Indemnity Period** as a result of **Damage** caused by any loss covered under Section 1. Material Damage but to **Property** of a) any land based generating station or sub-station based in England, Wales, Scotland, The Channel Isles and the Isle of Man that are of **Your** electricity supplier b) any land based **Premises** based in England, Wales, Scotland, The Channel Isles and the Isle of Man that are **Your** gas supplier c) any land based water works or pumping station based in England, Wales, Scotland, The Channel Isles and the Isle of Man that are **Your** water supplier d) any land based **Premises** specified in the **Territorial Limits** of **Your** policy that are **Your** telecommunications supplier **We** will pay **You** up to a maximum of £25,000 in respect of the total of all losses occurring during the **Policy Period**	**We** will not cover **You** under this Section where the cessation of supply is less than 8 consecutive hours in length

SECTION 6A: EXTENSIONS TO BUSINESS INTERRUPTION SECTION

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions.

What is covered	Limitations and exclusions
1. ADDITIONAL INCREASED COST OF WORKING **We** will cover **You** for any additional **Increased Cost of Working Expenses** specified in the **Schedule** as a consequence of the **Damage** in excess of the amount recoverable under Section 5. Business Interruption necessarily and reasonably incurred to minimise any interruption during the **Indemnity Period**	
2. DAMAGE AT CUSTOMERS PREMISES **We** agree to pay **You** for loss of **Gross profit,** reduction in **Gross Revenue**, or **Increased Cost of Working** as a result of **Damage** occurring during the **Policy Period** by any loss covered under Section 1. Material Damage but to **Property** of any of **Your Direct First Tier Customers** within the **Territorial Limits** **We** will pay **You** up to a maximum of £25,000 in respect of the total of all losses occurring during the **Policy Period**	**We** will not cover **You** under this Section for **Damage** caused by insured perils • 7) Storm And • 8) Flood
3. MURDER, SUICIDE, VERMIN AND SANITARY DEFECTS **We** will pay **You** for loss of **Gross profit,** reduction in **Gross Revenue**, or **Increased Cost of Working** owing to: a) murder or suicide at the **Premises** b) an illness sustained by any person caused by food or drink poisoning attributable to food or drink supplied from the **Premises** c) vermin or pests at the **Premises** d) **Damage** which causes defects in the drains or other sanitary arrangements at the **Premises** where use of the **Premises** is restricted on the order of the competent authority **We** will pay **You** up to a maximum of £25,000 in respect of the total of all losses occurring during the **Policy Period**	**We** will not cover **You** under this Section for: a) costs incurred in cleaning repair replacement recall or checking of the **Property** b) losses arising from the **Premises** other than those directly owing to murder, suicide, vermin and sanitary defects

What is covered	Limitations and exclusions
4. DAMAGE AT SUPPLIERS PREMISES **We** agree to pay **You** for loss of **Gross profit,** reduction in **Gross Revenue**, or **Increased Cost of Working** as a result of **Damage** occurring during the **Policy Period** by any loss covered under Section 1) Material Damage but to **Property** of any of **Your** direct **First Tier Suppliers** premises within the **Territorial Limits** **We** will pay **You** up to a maximum of £25,000 in respect of the total of all losses occurring during the **Policy Period**	**We** will not cover **You** under this Section for **Damage** caused by insured perils • 7) Storm and • 8) Flood
5. RENT RECEIVABLE **We** will pay **You** in respect of each item of **Rent Receivable** up to the amount specified in the **Schedule** in respect of any **Building** at the **Premises** that is let by **You** under a tenancy agreement as a result of such **Building** becoming unfit for occupation **We** will pay the difference between a) The rent which would have been receivable in respect of the **Premises** during the **Indemnity Period** if the **Damage** had not occurred b) The amount of rent actually received during the same period less any savings in charges or expenses of the **Business** payable out of the **Rent Receivable** which reduced or ceased due to the **Damage**	

SECTION 7: BOOK DEBTS

The following Conditions apply to this Section <u>in addition to</u> the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

- All terms in this section excluded Value added tax to the extent that **You** are accountable to the tax authorities for value added tax
- Any adjustment made for current cost accounting will be ignored

MATERIAL DAMAGE CONDITION PRECEDENT

(1). It is a condition precedent to **Our** liability to make any payment under this section that

(a) 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**

(b) there is a valid claim under Section 1: Material Damage

(c) Payment would have been made or liability admitted for such **Damage** but for the exclusion of losses below a stated amount in each insurance policy

Failing to comply with the above will mean **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

DEBIT RECORDING

(2). It is a condition precedent to **Our** liability to make any payment under this section that at the end of each 3 month period **You** must

(a) record the total amount outstanding in **Your Customers' Accounts**

(b) keep this information in a different building to that containing **Your** accounting and other **Business** records

(c) ensure that this information is maintained by **Your** accountant

Failing to comply with the above will mean **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

What is covered	Limitations and exclusions
SCOPE OF COVER In respect of each item of book debts specified in the **Schedule We** will pay **You** for the monetary loss sustained by **You** that **You** are unable to trace or establish as a result of **Damage** to **Your** books of accounts, other **Business** books or records caused by **Damage** occurring at the **Premises** during the **Policy Period** by any loss covered under Section 1 Material Damage	**We** will not cover **You** under this Section for: a) more than the sum insured on each item or b) the total sum insured or c) any other maximum amount payable or the Limit specified in the **Schedule** d) more than the difference between the book debts and the total of the amounts received or traced

What is covered	Limitations and exclusions
We will pay **Your** professional accountants charges for a) producing information **You** require for investigating any claim b) confirming the information in accordance with **Your Business'** books	e) any additional expenditure incurred with **Our** consent in tracing and establishing customers' debit balances after the **Damage** f) losses due to records being mislaid or misfiled g) losses arising from deliberate falsification of records h) erasure or distortion of information in computer records due to the presence of a magnetic flux i) failure to collect debts which have been traced and established j) any amount more specifically insured elsewhere

SECTION 8: LOSS OF LICENCE

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

- All terms in this section exclude value added tax to the extent that **You** are accountable to the tax authorities for value added tax
- Any adjustment made for current cost accounting will be ignored

First Financial Year

(1) In the event that the **Damage** occurs before the end of the first financial year of the **Business**, the results of the **Business** up to the date of the **Damage** will be used as a basis upon which to assess what the **Gross Profit** or **Gross Revenue** of the **Business** for the first financial year would have been had the **Damage** not occurred

Alternative Trading

(2). If during the **Indemnity Period** food, drink or accommodation shall be supplied or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the **Money** paid or payable in respect of such food, drink, accommodation or services shall be brought into account in arriving at the reduction in **Gross Income** during the **Indemnity Period**.

Change In Circumstances Condition Precedent

(3). It is a condition precedent to **Our** liability to make any payment under this section that **You** shall immediately give notice in writing to **Us** if **You** become aware of any

a) Compliant against the business

b) proceedings against or conviction of the licence holder, manager, tenant or occupier of the **Premises** for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to his honesty moral standing or sobriety

c) change in the tenancy or management of the **Premises**

d) transfer of proposed transfer of the licence

e) alteration in the purpose for which the **Premises** are used

f) objection to renewal or other circumstances which may endanger the licence or its renewal

Failing to comply with the above will mean **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

Transfer Of Licence Condition Precedent

(4) It is a condition precedent to **Our** liability to make any payment under this section that in the event of **Your** death, bankruptcy, incapacity, desertion of the **Premises** or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to their honesty, moral standing, or sobriety) of the tenant, manager, occupier or licence holder **You** shall where practicable or at **Our** request find a suitable person to replace them and one to whom the justices will transfer the licence or grant the licence by way of renewal.

Failing to comply with the above will mean **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

Refusal Or Loss Of Renewal Of The Licence Condition Precedent

(5) It is a condition precedent to **Our** liability to make any payment under this section that in the event of the licence being forfeited or refused renewal **You** shall:

a) give notice in writing to **Us** within 48 hours of receiving knowledge of such event stating the grounds upon which the licence was forfeited or refused renewal

b) give all such assistance as **We** may require for the purpose of an appeal against such forfeiture or refusal to renew and allow **Us** and **Our** solicitors full discretion in the conduct of such proceedings

c) apply, for the grant of such new licence for the same or alternative **Premises** as may enable you to continue the business in a similar or alternative form if practicable and if required by **Us**,

d) provide a statement of your loss (if any) together with anything that may be required by **Us** to check the loss and give **Us** free access to the **Premises**, the books and accounts to allow full and frank access of the **Business**

Failing to comply with the above will mean **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

What is covered	Limitations and exclusions
SCOPE OF COVER If the licence for the sale of excisable liquors which has been granted in respect of the **Premises** is forfeited, suspended or withdrawn, **We** will pay **You**: a) the amount (less any amount saved during the **Indemnity Period** in respect of reduced expenses due to the event) by which the **Gross Income** during the **Indemnity Period** falls short of the **Gross Income** during the equivalent period immediately before the loss, suspension or withdrawal of the license b) any reasonable additional expenses (less any amount saved during the **Indemnity Period** in respect of reduced expenses due to the event incurred) in maintaining the **Gross Income** during the **Indemnity Period** but not more than the loss avoided under (a) above c) for the reduction in value of the **Premises** if **You** are unable to obtain a licence for a period of twelve months from the date of forfeiture, suspension or withdrawal of the licence and **You** sell the **Premises** d) all costs and expenses incurred by **You** with **Our** written consent e) auditors or accountants charges reasonably incurred	**We** will not cover **You** under this Section for: a) more than the sum insured b) any **Excess** specified in the schedule c) any payment or compensation **You** are entitled to under any legislation of Bye-law in respect of refusal to renew the licence d) alterations to the **Premises** requiring the consent of the licensing or other authority e) closure of the **Premises** where not required by law f) closure owing to the **Premises** not being maintained in a good state of sanitary condition or repair g) any losses attributable solely to a change in the water table level Additionally **We** will not cover **You** under this Section if: a) the direction or requirement of the licensing or other authority is not complied with b) the loss or refusal to renew the licence occurs wholly or partly by or through **Your** misconduct, procurement, connivance, neglect or omission, or by any omission by **You** to take any steps necessary to keep the licence in force

What is covered	Limitations and exclusions
	c) prior or subsequent to the refusal to renew, or loss of the licence, the **Premises** are required for any public purpose or if surrender or refusal to renew or forfeiture arises under or results directly or indirectly from any scheme of town or country planning improvement or redevelopment or surrender, reduction or redistribution of licences in connection with reconstruction or from any alteration of the law affecting the grant surrender refusal to renew or forfeiture of licences

SECTION 9: EMPLOYER'S LIABILITY

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

What is covered	Limitations and exclusions
SCOPE OF COVER (1) All sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of **Injury** sustained by an **Employee** of **Yours** arising out of and in the course of their employment or engagement by **You** and caused during the **Policy Period** stated in the **Schedule** in connection with the **Business** and occurring within the Geographical Limits given below. (2) All costs and expenses incurred by **You** (except as described in 3 below) with **Our** written consent in respect of any claim against **You** which may be covered by this Policy. (3) The payment of legal and other defence fees incurred with **Our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death, and at which **Your Employee** or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** which may be covered by this Policy. **LIMITS OF LIABILITY** The most **We** will pay under this Section in respect of any one claim against **You**, or series of claims against **You** arising out of one Occurrence, inclusive of all costs and expenses shall not exceed in the aggregate the **Limit of Liability** stated in the **Schedule**. **GEOGRAPHICAL LIMITS** In this section, Geographical Limits means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or whilst temporarily outside the countries named above provided that any such **Employee** is: (a) ordinarily resident in any of the above countries; and (b) engaged in non-manual work. **RIGHTS OF RECOVERY** The cover under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.	**We** shall not cover **You** under this Section against liability: (a) for **Injury** sustained by any **Employee**: (i) in respect of which compulsory insurance is required to be arranged by **You** under the Road Traffic Act 1998 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation; or (ii) whilst **Offshore** other than as referred to in Extension 2 of this Section 9.

SECTION 9a EXTENSIONS

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions.

What is covered	Limitations and exclusions
1. UNSATISFIED COURT JUDGMENTS (a) Where a judgment for damages has been obtained by any **Employee** or their legal personal representatives: (i) in respect of **Injury** sustained by the **Employee** arising out of and in the course of their employment by **You**; (ii) against any company or individual operating from, or resident within, the Geographical Limits in any court situated in the Geographical Limits, and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment, at **Your** request. **We** will pay to the **Employee** or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied. (b) If any payment is made by **Us** the **Employee** or their said legal personal representatives shall assign the judgment to **Us**. (c) **Our** liability for damages, costs and expenses shall not exceed the amount stated as the **Limit of Liability** in the **Schedule**.	**We** will not cover any judgment where an appeal remains outstanding.
2. OFFSHORE If **We** are required by compulsory insurance regulations then **We** will make a payment in respect of **Injury** occurring **Offshore**.	The amount **We** will pay **You** shall be limited to £5,000,000 any one Occurrence.
3. TERRORISM **Injury** as a result of **Terrorism** to any **Employee** of **Yours** which arises out of and in the course of employment or engagement by **You**.	**We** shall not cover **You** in respect of liability in excess of £5,000,000 any one Occurrence.
4. Cyber Loss If **We** are required by compulsory insurance regulations or laws then **We** will insure **You** in respect of **Your** legal liability arising from **Injury** as a result of a **Cyber Loss** to any **Employee** of **Yours** which arises out of and in the course of employment or engagement by **You.**	The most **We** will pay under this Section in respect of any one claim against **You**, or series of claims against **You** arising out of one occurrence, inclusive of all costs and expenses, shall not exceed in the aggregate the **Limit of Liability** stated in the **Schedule**.

SECTION 10: PUBLIC LIABILITY

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

What is covered	Limitations and exclusions
SCOPE OF COVER (1) All sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of: (a) Accidental **Injury** to any person; (b) **Damage** to **Property**; (c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement; (d) Wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution; in connection with the **Business** and occurring anywhere within the Geographical Limits given below during the **Policy Period** stated in the **Schedule**. (2) All costs and expenses incurred by **You** (except as described in 3 below) with **Our** written consent in respect of any claim against **You** which may be covered by this Policy. (3) The payment of legal and other defence fees incurred with **Our** written consent, up to a limit of £50,000 arising out of any one **Occurrence**, for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which **Your Employee** or principal, including any director, partner, or senior official, of **Yours** has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or loss of or **Damage** to **Property** which may be covered by this Policy. **LIMITS OF LIABILITY** The most **We** will pay under this Section (including any extensions) for damages in respect of any one claim against **You** or series of claims against **You** arising out of one **Occurrence** shall not exceed in the aggregate the **Limits of Liability** stated in the **Schedule**. Any costs and expenses incurred by **You** in respect of this Section under this Policy will be payable in addition to the **Limits of Liability** stated in the **Schedule**.	**We** shall not cover **You** under this Section: (a) for loss of, or **Damage** to, **Property** belonging to **You**, or in **Your** custody or control, or in the custody or control of **Your Employees** other than: (i) **Personal Effects** (including vehicle and their contents) of **Employees** or visitors; (ii) any premises including their contents, not being premises leased or rented to **You**, which are temporarily occupied by **You** for the purpose of carrying out work there; (iii) any other **Property** on which **You** or any of **Your Employees** or agents is or has been carrying out work, but **We** will not cover **You** in respect of loss or **Damage** to that part of any **Property** being worked upon; (b) for loss arising from the ownership, possession or use under **Your** control or the control of any of **Your Employees** of: (i) any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is provided by any other policy or security; (ii) any craft intended to travel through air or space, or other aerial devices, hovercraft, or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length); (c) for loss caused by any **Goods** after they have left **Your** custody or control, other than food or drink supplied primarily for the use of **Your Employees** or for entertainment purposes; (d) for loss arising from professional advice given separately for a fee or other charge by **You** or by anyone on **Your** behalf or in circumstances where a fee would normally be charged; (e) the amount shown as **Excess** stated in the **Schedule**.

What is covered	Limitations and exclusions
GEOGRAPHICAL LIMITS In this section, Geographical Limits means: (1) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; (2) Elsewhere in the world arising out of temporary **Business** visits by **Employees**: • ordinarily resident in any of the aforesaid countries; • engaged in non-manual work.	

SECTION 10a EXTENSIONS

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions.

What is covered	Limitations and exclusions
1. MOTOR VEHICLES TOOL OF TRADE RISK **We** will cover **You** in respect of liability for **Injury** or loss of or **Damage** to **Property** caused by or arising from: (a) the use of plant as a tool of trade at **Your Premises** or on any site at which **You** are working; (b) the loading or unloading of any vehicle or the bringing to, or taking away of, a load from any vehicle; (c) **Damage** to any building, bridge, weighbridge road or to anything beneath, caused by vibration or by the weight of any vehicle or its load.	**We** will not cover **You** against liability: (a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle; (b) for which insurance is provided by any other policy.
2. MOTOR CONTINGENT LIABILITY **We** will cover **You** in respect of liability for **Injury** or **Damage** to **Property** arising from the ownership, possession or use under **Your** control or the control of any of **Your Employees** of any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is already provided by any other policy or security, caused by or arising from any motor vehicle or anything attached to it, not belonging to or provided by **You**, being used by an **Employee** in the course of the **Business**.	**We** shall not cover **You** against liability: (a) in respect of **Damage** to any such vehicle or anything attached to it or **Property** being conveyed by such vehicle or anything attached to it; (b) for which insurance is already provided by any other policy; (c) caused or arising whilst such vehicle or anything attached to it is: (i) engaged in racing, pace-making, reliability trials, or speed testing; or (ii) driven by the **You**; or

What is covered	Limitations and exclusions
	(iii) being driven with **Your** consent or the consent of anyone acting on **Your** behalf by any person who to **Your**, or anyone acting on **Your** behalf's, knowledge does not hold a licence to drive such vehicle; or (iv) used outside the Geographical Limits.
3. MOVEMENT OF OBSTRUCTING VEHICLES **We** will cover **You** in respect of liability for **Injury** or loss of or **Damage** to **Property** caused by or arising from any vehicle (not owned or hired by or lent to **You**) being driven by **You** or by any **Employee** with **Your** permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians. **We** will only cover **You** under this Section extension if: (a) movements are limited to vehicles parked on or obstructing **Your Premises**, or any site at which **You** are working; and (b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle; and (c) the vehicle causing obstruction is driven by use of the owner's ignition key.	**We** will not cover **You** against liability: (a) in respect of **Damage** to such vehicle; (b) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.
4. DEFECTIVE PREMISES ACT **We** will cover **You** in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by **You** for purposes pertaining to the **Business** and which have since been disposed of by **You**.	**We** will not cover **You** against liability: (a) for which insurance is already provided by any other policy; (b) for the costs of making good any defect or alleged defect in such premises.
5. LEASED OR RENTED PREMISES **We** will cover **You** in respect of liability for loss of, or **Damage** to, premises including their contents being leased or rented to **You**.	**We** will not cover **You** against liability assumed by **You** under any agreement, which would not have attached in the absence of such agreement.

What is covered	Limitations and exclusions
6. OVERSEAS PERSONAL THIRD PARTY LIABILITY	
We will cover: (a) **You**; and (b) at **Your** request: (i) any principal, including any director, partner, senior official, or any **Employee** of **Yours**; (ii) any spouse or child of the persons stated in (a) or (b)(i) above who are accompanying such persons in respect of personal liability incurred by such persons for accidental **Injury** to any person or accidental loss of or **Damage** to **Property** in connection with an event occurring in a country outside of the Geographical Limits of Section 10 whilst on a temporary visit to such country in connection with the **Business**. Provided that: (a) any **Insured Person** under this Section Extension shall as though they were **You** be subject to the introduction, the customer service information, the general definitions, general conditions, general exclusions, sections, section extensions, the **Schedule** and any endorsements to this Policy; (b) nothing in this Section Extension shall increase **Our** liability to pay any amount exceeding the **Limits of Liability** stated in the **Schedule**, regardless of the number of persons claiming to be covered.	**We** shall not cover **You** in respect of: (a) contractual liability; (b) liability for which insurance is already provided by any other policy; (c) liability in respect of **Damage** to **Property** belonging to or in the custody or under the control of any **Insured Person** under this Section Extension; (d) liability in respect of **Injury** to any **Insured person** under this Section Extension; (e) liability caused by or arising from: (i) the ownership or occupation of land or **Buildings**; (ii) the carrying on of any business, profession, trade or employment; (iii) the ownership, possession or use of animals other than domestic dogs or cats.

What is covered	Limitations and exclusions
7. DATA PROTECTION If **You** have registered as a Data Controller or act as a Data Processor in accordance with the terms of any **Data Protection Legislation** or have applied for such registration which has not been refused or withdrawn, **We** will cover **You** under this Section 10 Extension in respect of liability to any person, other than an **Employee**, for distress suffered as a result of a **Personal Data Breach** because of your failure to comply with **Data Protection Legislation** and if the claim is first made against **You** during the **Policy Period** stated in the **Schedule**. The most **We** will cover **You** for under this Extension in respect of all damages inclusive of costs and expenses in relation to claims for distress only, shall not exceed £500,000 in the aggregate during the **Policy Period** regardless of the number of claimants affected by any **Personal Data Breach.**	**We** will not cover **You** in respect of: (a) Legal or regulatory fines, penalties or sanctions of any kind; (b) the first 10% of each claim, subject to a minimum of £500 and a maximum of £5,000; (c) liability caused by, or arising from, a deliberate act by, or omission of any person entitled to insurance under this Section Extension or any **Employee** if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission; (d) the costs of replacing, reinstating, rectifying or erasing any personal **Data** or the costs of: (i) reporting any **Personal Data Breach(es)** to any regulatory body; or (ii) responding to any investigation by any regulatory body or any criminal investigation or prosecution relating to personal data; or (iii) notifying data subjects of any **Personal Data Breach(es)**; (e) liability caused by, or arising from, any incident or circumstances known to **You** at the start of the **Policy Period** stated in the **Schedule** which may give rise to a claim; (f) liability caused by or arising from the recording, processing or provision of **Data** for reward, or the determining of the financial status of a person; (g) contractual liability; (h) liability for financial loss of any kind, other than damages for distress suffered as a result of a **Personal Data Breach;** (i) liability in respect of **Injury** to any person or **Damage** to **Property**.

SECTION 11: PRODUCT LIABILITY

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements.

What is covered	Limitations and exclusions
SCOPE OF COVER (1) All sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of: (a) Accidental **Injury** to any person; and (b) **Damage** to **Property**, caused by any **Goods** occurring anywhere within the Geographical Limits given below during the **Policy Period** stated in the **Schedule** which arises in connection with the **Business**. (2) All costs and expenses incurred by **You** (except as described in 3 below) with **Our** written consent in respect of any claim against **You** which may be covered by this Policy. (3) The payment of legal and other defence fees incurred with **Our** written consent up to a limit of £50,000 arising out of any one (4) occurrence for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which an **Employee** or principal including a director, partner, or senior official, of **Yours** has been requested to give evidence and at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or loss of or **Damage** to **Property** in respect of any **Goods**. **LIMITS OF LIABILITY** The most **We** will pay under this Section (including any extensions) in respect of damages awarded against **You** shall not exceed in the aggregate during the **Policy Period** the **Limits of Liability** stated in the **Schedule**. Any costs and expenses incurred by **You** in respect of this Section, will be payable in addition to the **Limits of Liability**. **GEOGRAPHICAL LIMITS** Anywhere in the world other than at **Your Premises** during the **Policy Period** stated in the **Schedule** and caused by any **Goods**.	**We** shall not cover **You** under this Section in respect of liability: (a) caused by, or in connection with, any **Goods** which to **Your** knowledge are for export to, or use in, the United States of America or Canada; (b) caused by any **Goods** in the custody or control of **You**; (c) the amount shown as **Excess** in the **Schedule**. (d) for damage or **Injury** or any associated costs or expenses arising from the installation of insulating material or solar panels in connection with any government or local authority sponsored energy efficiency or energy saving scheme where such damage or **Injury** occurs after installation.

SECTION 11a EXTENSIONS

The following Extensions only apply if this Section is operative and if specified in the **Schedule** and are in addition to the General Extensions.

What is covered	Limitations and exclusions
1. CONSUMER PROTECTION ACT AND FOOD SAFETY ACT **We** will cover **You**, and at **Your** request any principal, including any director, partner, senior official, or any **Employee** of **Yours**, under this Section 11a Extension, for legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection. Provided that: (a) the proceedings relate to an offence alleged to have been committed during the **Policy Period** stated in the **Schedule** and in the course of the **Business**; (b) the principal, including a director, partner or senior official, or **Employee** shall as though they were **You** be subject to the terms, conditions, exclusions and limitations of this Policy insofar as they can apply.	**We** shall not cover **You** in respect of: (a) fines or penalties of any kind; (b) any proceedings arising from circumstances for which insurance is already provided by any other policy; (c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this Section 11a Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; (d) proceedings which arise out of any activity or risk excluded from this Policy.