

# POLICY DOCUMENT



**e**salon  
insurance.co.uk

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# Introduction

Thank you for choosing eSalon Insurance. This is Your salon policy, setting out Your insurance protection in detail. Please read it carefully to make sure that it meets Your requirements and that the details on the policy Schedule are correct. Your premium has been based upon the information shown in the policy Schedule and recorded in Your statement of fact. If after reading Your policy You have any questions, please contact Your insurance adviser.

# Making a Claim

To Report a claim, please telephone the claims notification helpline:

- For Property Claims phone 0845 3007268 or email: [STHEND3@norwich-union.co.uk](mailto:STHEND3@norwich-union.co.uk)
- For Liability Claims phone 0141 243 5446 or email: [graham.jaap@norwich-union.co.uk](mailto:graham.jaap@norwich-union.co.uk)

A team of professionally trained Incident Managers will provide every assistance to ensure minimum inconvenience to You and your business.

## Important

When you call please ensure you quote the reference **24268789CBT** and also have your eSalon policy number to hand along with full details of the incident.

# The Contract of Insurance

Your policy is a contract between Us, Norwich Union Insurance and You, the Policyholder. The statement of fact and declaration which You have accepted will be the basis of the contract.

In return for You having paid or agreed to pay the premium, We will indemnify You by payment or, at Our option, by reinstatement or repair in respect of loss, destruction, damage, accident or injury occurring during the Period of Insurance, subject to the terms and exceptions contained in or endorsed on the policy.

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Customers with Disabilities

This policy is also available in large print, audio and Braille. If you require any of these formats, in the first instance, please contact eSalon Insurance, MMT Centre, Severn Bridge, Aust, Bristol, BS35 4BL (Telephone 0870 300 0146)

## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

For compulsory classes of cover e.g. Employers Liability you would be covered in full for any claim; for any other type of claim, you would be covered for all of the first £2,000 and 90% of the remainder; in each case, without upper limit.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 7th Floor, Loyds Chambers, Portsoken Street, London E1 8BN.

## Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored.

### IMPORTANT

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

**If You are not sure whether certain facts are relevant please ask Your insurance adviser or local Norwich Union Insurance office. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.**

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



# Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, except for headings and titles.

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

## 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, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

## Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

## Condition Precedent

A condition which must be complied with before We are liable for a claim.

## Data

All information which is:

1. electronically stored; or
2. electronically represented; or
3. contained on any current and backup disks, tapes or other materials or devices used for the storage of data, including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

## Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

## Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation

of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

## Employee

Any person who is:

- under a contract of service or apprenticeship with You
- borrowed by or hired to You
- a labour master or supplied by a labour master
- employed by labour only subcontractors
- self employed
- under a work experience or training scheme
- regarded as being in Your employment under the terms of any contract or agreement
- a voluntary helper
- while working under Your control in connection with The Business
- an outworker or homeworker when engaged in work on Your behalf

## Endorsement/Endorsements

An alteration to the terms of the policy

## Excess/Excesses

The amount or amounts shown in Your policy or the Schedule which We deduct from each and every claim.

## Failure

Any partial or complete reduction in the

- (1) performance, or
- (2) availability, or
- (3) functionality, or
- (4) the ability to recognise or process any date or time, of any
  - (a) Computer and Electronic Equipment,
  - (b) electronic means of communication,
  - (c) web site.

## Loss of Data

Physical or electrical or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

## Malicious Contingency

- (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- (2) malicious persons other than thieves and Cyber Vandals

## Money

Current:

- coin, bank and currency notes
- postal and money orders, bankers' drafts, cheques and giro cheques
- crossed warrants, bills of exchange and securities for money
- postage, revenue, national insurance and holiday with pay stamps
- national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- credit company sales vouchers, luncheon vouchers and trading stamps
- VAT invoices.

## Period of Insurance

From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for renewal of this policy.

## Property Insured

Property Insured as detailed in the Schedule.

## Schedule

The document which specifies details of the Policyholder, The Premises, Property Insured and any Excess(es), Endorsements and Conditions Precedent applying to the policy.

**Specified Contingency**

fire  
lightning  
explosion  
aircraft and other aerial devices or articles dropped from them  
earthquake  
storm or flood  
escape of water from any tank apparatus or pipe  
falling trees  
impact  
escape of fuel from any fixed oil heating installation

**Target Stock**

Stock in Trade belonging to You or held in trust or on commission by You for which You are responsible comprising of

1. cigars, cigarettes and tobacco
2. wines and spirits
3. radio, television, audio, video equipment, tapes, cassettes and discs
4. jewellery, watches, precious metals and precious stones
5. cameras, binoculars and photographic equipment
6. clothing other than furs
7. computers, computer equipment and games
8. mobile phones and equipment

**The Business**

Activities directly connected with The Business described in the statement of fact and specified in the Schedule.

**The Premises**

The Premises as stated in the statement of fact and specified in the Schedule.

**Virus or Similar Mechanism**

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

**We/Us/Our/NU/Norwich Union**

Aviva Insurance Limited.

**You/Your/Policyholder**

The person, persons, company, companies, partnership, partnerships or unincorporated association named in the Schedule as Policyholder.

# Asset Protection

## Property Damage Section All Risks

### Definitions

(also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

#### Damage

Accidental loss, destruction or damage.

#### Defined Contingency

- fire
- lightning or earthquake
- explosion
- aircraft
- riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- malicious persons other than thieves
- storm or flood
- escape of water from any tank, apparatus or pipe
- falling trees or radio/TV aerials
- impact
- leakage of fuel
- theft or attempted theft.

#### Property Damage Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim at each separate premises after the application of Average. See Policy Condition 3.

### Cover

We will indemnify You in respect of Damage to the Property Insured at the Premises.

The Sum Insured under each item is subject to Average. See Policy Condition 3

### Exceptions

#### We will not indemnify You in respect of any

1. 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 level
  - d) faulty design of the Property Insured or faulty materials used in its construction
  - e) faulty workmanship, operating error or omission by You or any Employee
  - f) the bursting of
    - (i) a boiler
    - (ii) other equipment

where the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded if the boiler or other equipment is the subject of a contract providing inspection or maintenance required by any statutory regulation.

#### 2. Damage caused by or consisting of

- a)
  - (i) corrosion, rust or rot
  - (ii) shrinkage, evaporation or loss of weight
  - (iii) dampness or dryness
  - (iv) scratching
  - (v) vermin or insects
- b) change in
  - (i) temperature
  - (ii) colour
  - (iii) flavour
  - (iv) texture or finish
- c)
  - (i) nipple or joint leakage or failure of welds
  - (ii) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to

- steam only and any associated piping
  - d) mechanical or electrical breakdown of the Property Insured.

However, We will indemnify You in respect of

  - (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
  - (ii) any subsequent Damage which itself results from a cause not otherwise excluded
- 3. Damage caused by pollution or contamination
 

However, We will indemnify You in respect of Damage, not otherwise excluded, to the Property Insured caused by

  - a) pollution or contamination which results from a Defined Contingency
  - b) a Defined Contingency which results from pollution or contamination
- 4. Damage caused by or consisting of
  - a) in respect of buildings only
    - (i) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
  - b) normal settlement of new structures
  - c) acts of fraud or dishonesty
  - d)
    - (i) disappearance
    - (ii) unexplained or inventory shortage
    - (iii) misfiling, misplacing of information or clerical error
- 5. Damage to
  - a) gates
  - b) fences
  - c) moveable property in the open

by

  - (i) wind
  - (ii) rain, hail, sleet or snow
  - (iii) flood
  - (iv) dust
- 6. Damage by fire to the Property Insured resulting from its undergoing any process involving the application of heat
- 7. Damage to the Property Insured resulting from its undergoing any process of
  - a) production or packaging
  - b) treatment, testing or commissioning
  - c) servicing or repair

However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.
- 8. Damage while the building is unoccupied caused by
  - a) escape of water from any tank, apparatus or pipe
  - b) malicious persons.

However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.
- 9. Damage to
  - a) china, earthenware, marble or other fragile objects (not including stock in trade)
  - b) a structure caused by its own collapse or cracking.

However, We will indemnify You in respect of this Damage if it results from a Defined Contingency and is not otherwise excluded.
- 10. Damage to
  - a) property in the course of construction including materials for use in the construction
  - b)
    - (i) livestock
    - (ii) growing crops or trees

unless specifically stated as insured in the Schedule.
- 11. Damage caused by theft or attempted theft
  - a) not involving entry into or exit from The Premises by forcible and violent means
 

However, this does not apply to cover granted by Clause 9 - Changing Locks
  - b) by any person lawfully in The Premises
  - c) where You or Your partners, directors or Employees or any member of Your household is involved
  - d) from any building or part of any building not capable of being locked
- 12. Damage to property more specifically insured
- 13. the Property Damage Excess
- 14. Consequential loss or damage of any kind

# Cover Extension

## 1. Glass

### We will indemnify You in respect of

- a) breakage (including the cost of boarding up) of glass at The Premises
  - b) (i) Damage to
    - Contents of display windows
    - Window and door frames
  - (ii) the cost of removing and reinstating obstructions to replacing glass
  - c) breakage of fixed
    - (i) wash hand basins, pedestals, baths, sinks
    - (ii) lavatory bowls, bidets, cisterns
    - (iii) shower trays, splashbacks
- at The Premises.

The maximum that We will pay in respect of item (i) and (ii) is £2,000 in the aggregate.

### We will not indemnify You in respect of

#### 1. breakage of glass in

- a) light fittings
- b) signs
- c) vehicles
- d) vending machines

#### 2. breakage

- a) to stock in trade or goods in trust
- b) while The Premises is unoccupied
- c) in transit or while being fitted
- d) caused by workmen carrying out alterations or repairs to The Premises

#### 3. the Property Damage Excess.

## 2. Property in Transit

### Definitions

The following definitions apply to this Extension and shall keep the same meaning wherever they appear in the Extension

#### Occurrence

An event, or number of events, arising from a single cause.

#### Own Vehicle

Any motor vehicle and/or trailer which You own or operate.

#### Property Insured

Stock In Trade as defined in the policy Schedule

#### Territorial Limits

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

#### Tools

Tools, tool kit or test equipment which You own or are hired by You, used by You in connection with The Business.

# Cover

### We will indemnify You in respect of

- 1. Damage to Property
  - a) Damage to the Property Insured while in transit in Your Own Vehicle used in connection with The Business including:
    - loading and unloading; and
    - while temporarily stored during transit
  - The maximum We will pay in respect of any one Occurrence is the Limit stated in the Schedule.
  - b) Damage to Your own sheets, ropes, chains, toggles or packing materials while carried on any vehicle.
  - The maximum We will pay is £2,500 in respect of any one Occurrence.
  - c) Damage to Your or Your driver's personal belongings in, or from, any Own Vehicle.
  - The maximum We will pay is £250 in respect of any one person for any one Occurrence.

We will not indemnify You or Your driver for Damage to any item insured by any other insurance policy.

- d) Damage to Tools in or from any Own Vehicle and while temporary stored during transit

The maximum We will pay in respect of any one Occurrence or from any Own Vehicle will be £250 and £1,000 in respect of all Occurrences in any one Period of Insurance.

- e) Damage to the Property Insured while at exhibitions which do not exceed 7 days duration.

The maximum We will pay in respect of property at exhibition premises will not exceed £5,000 in respect of all Occurrences in any one Period of Insurance.

## 2. Debris Removal

Cost and expenses incurred with Our consent

- a) in removing debris
- b) in site clearance
- c) for transhipment and recovery charges

following collision, overturning or impact of Your Own Vehicle or container with any object, or incurred by You to reduce or prevent claims in the Territorial Limits in connection with The Business. The maximum We will pay will be £2,500 in respect of any one Occurrences.

The maximum We will pay for all losses under (1) (b), (c), (d), (e) and (2) is £5,000 in respect of any one Occurrence.

We will not indemnify You in respect of

### 1. Damage caused by or happening through

- a) defective or inadequate packing, insulation or labelling
- b) evaporation or ordinary leakage
- c) vermin, wear, tear, gradual deterioration or contamination
- d) an existing or hidden defect in The Property Insured
- e) delay
- f) inadequate documentation
- g) indirect or consequential loss
- h) The Property Insured's own
  - (i) mechanical
  - (ii) electric
  - (iii) electronic
  - (iv) electro magnetic

derangement

However, We will indemnify You if Damage is caused by accidental means.

### 2. Shortage in weight.

### 3. Damage to The Property Insured caused by deterioration or variation in temperature.

However, We will indemnify You if such Damage is caused as a result of Your Own Vehicle being directly involved in a road traffic accident

### 4. Damage caused by or happening through

- a) confiscation, requisition or destruction by order of the government or any public authority
- b) riot, civil commotion, strikes, locked out workers, persons taking part in a labour disturbance.

### 5. Damage

- a) occurring outside the Territorial Limits
- b) not connected with The Business

### 6. Damage to

- a) audio and visual equipment
- b) clocks and watches
- c) computer hardware and software
- d) explosives
- e) furs and curios
- f) gold and silver articles
- g) jewellery and precious stones
- h) living creatures
- i) Money and bullion
- j) non-ferrous metals
- k) rare books and works of art
- l) tobacco, cigars and cigarettes
- m) wines and spirits

unless specifically stated in the Schedule.

### 7. Damage caused by theft or attempted theft of or from any unattended Own Vehicle to The Property Insured, Tools or personal belongings.

However, We will indemnify You, if You have ensured that

- (a) all doors, windows and other points of access have been locked where locks have been fitted; and
- (b) all manufacturer's security devices have been put into effect; and
- (c) the keys have been removed from the unattended Own Vehicle; and
- (d) that unattached trailers have anti-hitching devices fitted and they are put into effect; and
- (e) from 9pm until collected the next day by You or Your driver, the unattended Own Vehicle is
  - (i) parked within a locked building of substantial construction; or
  - (ii) parked within a locked compound surrounded by secure walls or fences.
- 8. Damage to The Property Insured or Tools while temporarily stored during transit for periods exceeding thirty consecutive days.
- 9. The Property in Transit Excess

### 3. Subsidence

**Operative only if shown in the Schedule.**

#### Definition

For the purpose of this extension only, Damage shall mean subsidence of, or ground heave of the site of the Property Insured or landslip.

We will only indemnify You in respect of Damage to

- a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- b) walls, gates, hedges or fences
  - (i) if such property is specifically insured by this Section; and
  - (ii) Damage also occurs to the building to which such property applies and that building is insured by this Section.

**We will not indemnify You in respect of**

1. Damage caused by
  - a) collapse, cracking, shrinking or settlement of any building
  - 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
2. Damage as a result of movement of solid floor slabs  
However, We will indemnify You if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.
3. the Subsidence Excess.

## Clauses

**The following clauses apply to both the Buildings and Contents items where insured.**

### 1. Automatic Reinstatement of Sum Insured

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

### 2. Construction and Occupation of the Buildings

Unless otherwise stated in the Schedule the buildings are

- a) constructed of brick, stone or concrete
- b) roofed with slates, tiles, concrete, metal or asbestos
- c) occupied for the sole purpose of The Business and otherwise only as offices or a private dwelling

### 3. Transfer of Interest

If at the time of Damage to a building insured under this Section, You have entered into a contract to sell Your interest in it, but

- a) the contract has not yet been completed
- b) the building has not yet been insured by or on behalf of the purchaser

and the purchase is subsequently completed, We will indemnify the purchaser to the extent that this Section insures that building.

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

### 4. Basis of Claim Settlement

- a) If Property Insured other than Business Records Stock in Trade, Employees' pedal cycles or personal belongings is destroyed 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 is only partially destroyed, We will pay for 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 destroyed.
- b) The property may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.
- c) All work must begin and be carried out as quickly as possible.
- d) If at the time of rebuilding or replacement 85% of the cost which would have been required to replace the whole of the Property Insured under that item is greater than the Sum Insured at the time the Damage occurred You will be liable to

- pay a proportionate share of the loss.
- e) We will not pay under this clause
  - (i) until You have incurred the cost of replacing or repairing the property
  - (ii) if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
  - (iii) if You do not comply with any of the terms of this clause.

## 5. Professional Fees

The Sum Insured for each building item, includes an amount for professional fees necessarily incurred in reinstating or repairing the Property Insured, following Damage insured under this Section.

We will not indemnify You in respect of fees

- a) more specifically insured
- b) incurred in preparing a claim.

## 6. Debris Removal

The Sum Insured for each item, except on stock and materials in trade, includes costs and expenses You occur, with Our consent, for

- a) removal of debris
- b) dismantling or demolishing
- c) shoring up or propping

of the parts of the property which have suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

- a) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it.
- b) arising from the pollution or contamination of property not insured under this section
- c) more specifically insured

## 7. Temporary Removal

We will indemnify You in respect of Damage to the Property Insured, other than Stock in Trade, while temporarily removed for

- a) cleaning
- b) renovation
- (c) repair

The maximum We will pay is 15% of the Sum Insured.

## 8. Underground Services

Where We provide indemnity in respect of Your buildings, or You are liable as tenant, We will indemnify You in respect of accidental damage to underground

- a) pipes
- b) cables

which extend from the Buildings to the public mains.

**We will not indemnify You in respect of**

1. the cost of maintenance
2. accidental damage caused by
  - a) (i) gradual deterioration or wear and tear
  - (ii) corrosion, rust, rot or fungus
  - (iii) vermin or insects
  - (iv) atmospheric or climatic conditions
  - (v) normal settlement or shrinkage
  - b) faulty workmanship, defective design or the use of defective materials

## 9. Changing Locks

We will pay for the cost of changing locks at The Premises if keys are lost from

- a) The Premises
- b) Your home
- c) the home of any authorised Employee

following theft or attempted theft or whilst in Your custody or that of an employee following theft involving violence or threat of violence to You or an Employee

If the keys belong to a safe they must be

- (i) removed from The Premises overnight
- (ii) kept in a secure place away from the safe when You or an Employee occupies The Premises.

The maximum We will pay for any one loss is £1000.

## 10. Theft Damage to Buildings

We will indemnify You in respect of Damage to Buildings at The Premises for which You are responsible caused by theft or attempted theft involving entry into or exit from The Premises by forcible and violent means. Our liability will not exceed the total Sum Insured under this Section.

## 11. Loss of Metered Water

We will pay for charges that You are responsible for, if water is accidentally discharged from a metered water system providing service to The Premises.

The maximum that We will pay is £10,000 any one occurrence.

## 12. All Other Contents

This term includes

- a) documents, manuscripts and business books
- b) computer systems records
- c) patterns, models, moulds, plans and designs

but only for

- (i) the value of the materials
- (ii) the cost of labour and computer time

spent in reproducing them.

The maximum We will pay in respect of computer systems records is £10,000.

We will not pay for

- expenses in connection with producing information to be recorded
- the value to You of any information lost.

- d) Employees' pedal cycles and other personal belongings but only if they are not otherwise insured.  
The maximum We will pay for any one person's property is £1000.
- e) visitors' personal belongings  
The maximum that We will pay for any one visitors' property is £1000.
- f) paintings, curios or other works of art  
The maximum that We will pay in respect of any one occurrence is £5000.
- g) wines, spirits, cigarettes and tobacco held for Your own private entertainment purposes  
The maximum that We will pay is £500.
- h) trade samples and goods in trust held at The Premises  
The maximum that We will pay is £1000.

## 13. Seasonal Increase

We will increase the Sum Insured on each item of Stock in the Schedule by 30% for the months of November, December and January or for any other three month period selected by You and stated in the Schedule.

## 14. European Union & Public Authorities

Following Damage as insured under this Section, to any item on buildings, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- a) European Community Legislation
- b) Act of Parliament
- c) Bye-Laws of any Public Authority.

**We will not indemnify You in respect of**

- (i) costs incurred
  - in respect of Damage not insured by this Section
  - where notice was served on You before the Damage occurred
  - where an existing requirement must be completed within a stipulated period
  - in respect of property or parts of the Property, other than foundations (unless foundations are specifically excluded) which have not suffered Damage
- (ii) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement of the property

- must begin and be carried out as quickly as possible
- may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.

If Our liability under this Section is reduced by the application of any terms or conditions of this policy, Our liability under this Clause will be similarly reduced.

The maximum We will pay under this Clause in respect of any one item is the Item Sum Insured

## 15. Business Cover Away from The Premises

In respect of Trade Fixtures, Fittings, Utensils and All Other Contents belonging to You or held by You in trust for which You are responsible We will indemnify You in respect of Damage to the Property Insured whilst anywhere in the European Union including whilst in transit thereto and therefrom.

The maximum We will pay in respect of this clause is 15% of the Sum Insured; or £2,500 in respect of any one item.

We will not indemnify You in respect of

- 1) Damage caused by
  - (a) faulty design of the Property Insured or faulty materials used in its construction
  - (b) faulty workmanship
  - (c) change in temperature
  - (d)
    - (i) rot
    - (ii) vermin or insects
    - (iii) scratching
  - (e) acts of fraud or dishonesty
  - (f) mechanical or electrical breakdown of the Property Insured
  - (g)
    - (i) unexplained or inventory shortage
    - (ii) misfiling or misplacing of information
    - (ii) clerical error
  - (h) depreciation, gradual deterioration or wear and tear
- 2) Damage caused by theft or attempted theft
  - (a) where You or Your partners or any Employee or any member of Your household is involved
  - (b) from any unattended vehicle where
    - (i) all doors and windows have not been locked
    - (ii) the vehicles are not garaged in a locked building or locked and secured in a fully enclosed yard or compound when left overnight
- 3) Damage to the Property Insured caused by
  - (a) its undergoing any process including
    - (i) testing
    - (ii) repairing
    - (iii) adjusting
    - (iv) servicing or maintenance
  - (b) escape of water from any tank, apparatus or pipe while contained in a building which is unoccupied.

## 16. Capital Additions

We will indemnify You in respect of loss, destruction or damage to

1. newly built and/or newly acquired the Property Insured whilst anywhere in the buildings and/or trade fixtures and fittings
  2. alterations, additions and improvements to buildings and/or trade fixtures and fittings, but not in respect of any appreciation value
- situate anywhere in England, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay in respect of anyone location under this Clause is

- (a) 10% of the total Buildings and Trade Fixtures and Fittings Sum Insured by this Section  
or
  - (b) £500,000
- whichever is the lower.

You must provide Us with details of these extensions as soon as possible, but at least within six months and specifically insure such extensions with Us, from the date Our exposure commenced.

## 17. Fire Brigade Damage to Gardens

We will indemnify You in respect of costs and expenses necessarily incurred in reinstating or repairing landscape garden sand grounds following damage caused by Fire Brigade equipment or personnel in the course of combating fire.

The maximum We will pay in respect of anyone occurrence is £1,000.

## 18. Lamps, Signs and Nameplates

We will indemnify You in respect of Damage to The Business

- (a) lamps
- (b) signs
- (c) nameplates

at The Premises.

The maximum that We will pay in respect of any one item is £500.

## 19. Trace and Access

We will pay reasonable costs and expenses incurred with Our consent

1. in locating the actual source of Damage

and

2. any repairs directly arising from (1)

caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

We will not indemnify You in respect of costs or expenses incurred where Damage results solely from a change in the water table level.

The maximum We will pay is £10,000 in anyone Period of Insurance.

## Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying

### Conditions Precedent

The following Conditions Precedent apply.

#### 1. Due care

It is a Condition Precedent to Our liability under Cover Extension 2. Property in Transit that You must

- a) take all reasonable measures to
  - (i) prevent damage; and
  - (ii) secure loads properly; and
  - (iii) maintain Your Own Vehicle in accordance with current law; and
  - (iv) ensure any Own Vehicle is suitable for the purpose for which it is to be used
- b) allow Us access to examine any Own Vehicle which You operate or premises from which You operate

#### 2. Temporary Storage

It is a Condition Precedent to Our liability under Cover Extension (2) Property in Transit that if the Property Insured or Tools are temporarily stored on or off Own Vehicles in Your buildings

You must

ensure that all points of access to Your buildings are securely closed and locked, where locks have been fitted, when

- a) they are left unattended; or
- b) You are closed for business.

# Asset Protection

## Money and Assault Section

### Definitions

(also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

#### Bodily Injury

Bodily Injury by violent and visible means which, directly and independently of any other cause, results in death or disablement.

#### Business Hours

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

#### Insured Person

You or Your directors, principals or Employees aged between 16 and 65.

#### Loss of Limb

- (1) Severance at or above the wrist or ankle; or
- (2) Total and permanent loss of use of a hand, arm, foot or leg.

### Cover

#### Money

We will indemnify You in respect of

1. loss of Money, which
  - a) belongs to You; or
  - b) You are responsible forin connection with The Business up to the Limit Any One Loss set against each item in the Specification below
2. loss or damage to
  - a) any case, bag, or waistcoat used for carrying Money following theft or attempted theft
  - b) clothing and personal effects belonging to You, Your principals or any Employee up to a limit of £500 per person following theft or attempted theft involving violence or threat of violence away from The Premises.

### Specification

Item 1	Limit Any One Loss
Stamped National Insurance 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, credit company sales vouchers and VAT invoice.	£250,000
<b>Item 2 - Money other than described in Item 1</b>	
a) in transit or in a bank night safe until removed by a bank official	As stated in the any other loss of Money limit in the Schedule
b) on contract sites while You or any Employee is working there	As stated in the any other loss of Money limit in the Schedule
c) at Your home or the home of any Employee or principal	£500
<b>Item 3 - Money other than described in Item 1 on The Premises</b>	
a) during business hours	As stated in the any other loss of Money limit in the Schedule
b) contained in a locked safe outside Business Hours	As stated in the Schedule
c) not contained in a locked safe outside Business Hours	£500
d) in vending or gaming machines on The Premises	£500

## Exceptions

### We will not indemnify You in respect of

1. shortages due to clerical or accounting errors
2. loss due to the dishonesty of Your principals or any Employee
  - a) not discovered within 7 working days of the loss
  - b) where a more specific insurance is in force, except for any amount in excess of that insurance
3. loss of Money from unattended vehicles
4. loss or damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

## Cover

### Assault

We will pay compensation to You for Bodily Injury to an Insured Person caused by theft or attempted theft, which happens in the course of The Business and results in any of the following contingencies

1. death
  2. total and permanent loss of sight in one of both eyes
  3. loss of one or more limbs
  4. any other total and permanent disablement which, after 24 months of the occurrence prevents the Insured Person from pursuing any occupation
  5. total disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing their normal occupation
  6. partial disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing a substantial part of their normal occupation.
- ] occurring within 24 months of Bodily Injury

## Clauses

### 1. Amounts Payable

- a) We will pay
  - (i) weekly compensation at 4 weekly intervals
  - (ii) compensation under contingencies 5 and 6 for a maximum of 2 years from the date that the disablement started
- b) weekly benefit being paid for the same injury will end if We pay compensation under any of contingencies 1-4
- c) insurance will end for the Insured Person if We pay compensation under any of contingencies 1-4
- d) We will pay the following compensation

Contingency Number	Compensation
1	£10,000
2	£10,000
3	£10,000
4	£10,000
5	£100 per week
6	£50 per week

### 2. Medical Evidence

- a) We may require
  - (i) an Insured Person to undergo medical examination; or
  - (ii) a post mortem to be carried outat Our expense
- b) You, or Your legal representative will supply to Us, at Your expense, any
  - (i) certificate
  - (ii) information
  - (iii) evidencein the format We require

### 3. Medical Expenses

When We pay compensation under contingencies 5. or 6., We will pay up to 15% of this amount in respect of medical expenses incurred'

# Asset Protection

## Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

### Conditions Precedent

The following Conditions Precedent apply.

#### 1. Records and Key Security

It is a Condition Precedent to Our liability that

- a) You shall keep a complete record of Money in a secure place other than in a safe or strong room containing Money
- b) outside Business Hours the safe or strong room will be kept locked and the keys removed from The Premises unless The Premises are occupied by You or any authorised Employee in which case the keys will be kept in a secure place away from any safe or strong room.

#### 2. Money in Transit

It is a Condition Precedent to Our liability for Money (other than stamped National Insurance 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, credit company sales vouchers and VAT invoices) in transit that

- a) it be accompanied by the following number of persons
  - over £2,000 up to £5,000 at least 2 persons**
  - over £5,000 up to £8,000 at least 3 persons**
  - over £8,000 at least 4 persons**
- b) private transport is used for amounts greater than £2,000 where the distance exceeds half a mile.

Our liability will not exceed the limits stated in the Schedule.

## Frozen Foods Section

### Definitions

(also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

#### Damage

Loss, destruction or damage.

### Cover

We will indemnify You in respect of Damage, by deterioration or contamination, to food belonging to You or for which You are responsible, while contained in any refrigeration unit due to

1. a change in temperature as a result of
  - a) 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 fusecaused by mechanical or electrical defects in the unit while it is being used under normal working conditions
  - b) failure of temperature controls to operate correctly
  - c) accidental failure of the public electricity supply but only if this is not deliberately caused by the supply authority
2. accidental leakage of refrigerant or refrigerant fumes from the unit.

The Sum Insured under this Section is subject to Average. See Policy Condition 3.

### Exceptions to the Frozen Foods Section of Your Policy

#### We will not indemnify You in respect of

1. Damage caused by
  - a) wear and tear, deterioration or gradually developing flaws or defects in the unit
  - b) failure to correctly set any temperature controls
2. 10% of each and every loss (minimum £25) following the application of Average where Damage involves refrigerating units over 5 years old at the time of Damage
3. Any unit which is more than 10 years old.

### Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

#### 1. Maintenance

It is a Condition Precedent to Our liability that on the expiry of any guarantee period, You will arrange a maintenance contract on any refrigeration unit which does not have an airtight, sealed motor and compressor.

# Revenue Protection

## Business Interruption Section

### Definitions

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

#### Notes

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

### Item on Income

#### Damage

As described in the Property Damage Section.

#### Income

The money paid or payable to You for goods sold and delivered and for services rendered less the purchase cost of stock or materials.

#### 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.

#### Maximum Indemnity Period

The number of months stated in the Schedule.

### Item on Book Debts

#### Customers' Accounts

Your accounts for all customers who trade with You on a credit or hire purchase basis.

#### Damage

Accidental loss, destruction or damage.

#### Book Debts

The total last recorded by You under the provisions of Condition Precedent 2 Debit Recording adjusted for

1. bad debts
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to Customers' Accounts in the period between the date to which the last statement relates and the date of the Damage, and
3. 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.

### Cover

#### 1. Income

We will indemnify You in respect of loss of Income resulting from Damage to property used by You at The Premises for the purpose of The Business to the extent of Cover under the Property Damage Section and where liability is admitted under a policy of insurance covering Your interest in such property.

The amount payable will be

- a) the amount by which the Income falls short of the Income which would have been received during the Indemnity Period due to the Damage
- b) any additional expense You incur to prevent or limit the reduction in Income during the Indemnity Period due to the Damage.

We will not pay more than We would pay under a) above.

- c) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section

less any savings during the Indemnity Period in respect of business charges or expenses payable out of income which reduce or stop due to the Damage.

The total amount payable during any Period of Insurance is the Limit stated in the Schedule.

## Book Debts

**We will indemnify You in respect of loss sustained by You for Book Debts directly due to Damage at The Premises to Your books of account, other business books or records.**

The amount payable in respect of any one occurrence of Damage will not exceed

1. the difference between
  - a) the Book Debts; and
  - b) the total of the amounts received or traced
2. the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage
3. if We require any information to verify a claim Your professional accountants at the time of the claim may produce and report details contained in business books or records. Their report will be accepted as prima facie evidence of the details.

We will pay Your professional accountant's charges for

- a) producing information We require for investigating any claim; and
- b) confirming the information in accordance with Your business books.

The maximum We will pay for any claim, including professional accountant's fees, is the limit stated in the Schedule.

**We will not indemnify You in respect of**

- loss due to records being mislaid or misfiled
- loss arising from deliberate falsification of records
- failure to collect debts which have been traced and established.

## Clauses

**We will also indemnify You in respect of loss as insured under this Section resulting from**

### 1. Prevention of Access

Damage to property in the vicinity of The Premises by any cause included under the Property Damage Section which hinders or prevents access to The Premises.

### 2. Boilers

Damage to boilers or other equipment in which internal pressure is due to steam only on The Premises

### 3. Disease, Infestation and Defective Sanitation

The occurrence of

- 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) Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever at The Premises
- d) Vermin or pests at The Premises
- e) An accident which causes defects in the drains or other sanitary arrangements at The Premises

where use of The Premises is restricted on the order or advice of the competent authority.

**We will not indemnify You in respect of**

- costs incurred in cleaning, repair, replacement, recall or checking of property,
- loss arising from premises other than those directly subject to the occurrence

The maximum We will pay under this clause is £25,000 in respect of the total of all losses occurring during the Period of Insurance

#### 4. Public Utilities

Accidental failure of public supplies of electricity or gas or water at the terminal ends of the public supply undertaking's feed to The Premises

##### **We will not indemnify You in respect of**

- accidental failure which lasts less than 30 minutes
- the deliberate act of any supply authority
- the exercise of any supply authority power to withdraw or restrict supply
- industrial action
- drought.

#### 5. Suppliers

Damage to any of Your suppliers' premises within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man by any cause included under the Property Damage Section.

##### **We will not indemnify You in respect of**

Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

**The maximum We will pay under this clause will not exceed the lower of £25,000 in respect of any one occurrence.**

#### 6. Telecommunications

Accidental failure of the supply of telecommunication services at the incoming line terminals or receivers at The Premises.

##### **We will not indemnify You in respect of accidental failure**

- caused by the deliberate act of any supply authority
- caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- caused by industrial action
- drought or other weather conditions unless equipment has been damaged
- lasting less than 24 consecutive hours.

##### **The maximum We will pay will be**

- £100 for each day in respect of any one failure
- £2,500 in respect of all failures in any one Period of Insurance.

#### 7. Transit

Damage to Your property while in transit by

- road
- rail
- inland waterway

all in Great Britain or Northern Ireland

The undemoted property is not included

- road or rail vehicle
- waterborne craft

The maximum We will pay under this clause will not exceed £5,000 in respect of any one occurrence

#### 8. Loss of Attraction

Damage to property in the vicinity of The Premises by any cause insured under the Property Damage Section which directly causes a loss of custom to The Business.

#### 9. National Lottery

We will indemnify You in respect of any additional expense You incur to prevent or limit the reduction in Income during the Indemnity Period due to an Employee or group of Employees resigning from his/her or their post(s) within Your business as a direct consequence of their securing a jackpot win in the National Lottery prize draw including but not limited to:

# recruitment and additional overtime costs,

# the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

We will not indemnify You unless

- the individual or all individuals resign within 14 days of the successful prize draw date and
- the amount won by any one Employee is not less than £100,000.

For the purposes of this Clause

- Indemnity Period shall mean the period during which The Business results are affected due to an Employee or group of

- Employees resigning from his/her or their post(s) within Your business as a direct consequence of their securing a jackpot win in the National Lottery prize draw, starting from the date of the first departure.
- (b) Maximum Indemnity period shall mean one month  
The maximum We will pay under this Clause is £25,000 in respect of any one week's jackpot prize and £25,000 in any one period of insurance in respect of all jackpot prizes.'

## Endorsements and Conditions Precedent

The Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

### Endorsement

The following Endorsement applies

**Alteration**

**We will not indemnify You in respect of this Section if**

1. The Business is
  - wound up or carried on by a liquidator or receiver
  - permanently discontinued
2. Your interest ceases otherwise than by Your death.

**However, We will indemnify You if We issue written agreement stating otherwise.**

### Conditions Precedent

The following Conditions Precedent apply

#### 1. Claims Procedure

It is a Condition Precedent to Our liability that You will

- a) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or diminish the loss
- b) at Your expense, provide Us with
  - (i) a written claim; and
  - (ii) details of other insurances covering the Damage or loss resulting from it

within 30 days after the expiry of the Indemnity Period or such further time that We may allow

- (iii) books, records and documents We require to assess Your claim
- c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

#### 2. Debit Recording

It is a Condition Precedent to Our liability that at the end of each quarter You must record the total amount outstanding in Your Customers' Accounts. You must keep this information in a different building to that containing Your accounting and other business records.

This information may be maintained by Your accountant.

# Revenue Protection

## Loss of Licence Section

### Definitions

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

#### Loss of Licence

1. forfeiture due to licencing regulations
  2. refusal to renew by the licencing authority
- due to causes beyond Your control.

#### Licence

Licence for the sale of excisable liquor.

### Cover

We will pay You for reduction in the value of Your interest in

1. The Premises; or
  2. The Business
- following Loss of Licence.

The most We will pay is the Limit of Liability stated in the Schedule. In addition We will also pay for costs and expenses, incurred with Our written consent where You appeal against the Loss of Licence.

### Exceptions

#### We will not pay

1. where You can obtain statutory compensation for Loss of Licence
2. where Loss of Licence arises out of
  - (a) any town or country planning, improvement or redevelopment
  - (b) compulsory purchase or surrender
  - (c) reduction or redistribution of licences
  - (d) a change in the law.

### Endorsements and Conditions Precedent

The Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

### Conditions Precedent

The following Conditions Precedent apply

#### 1. Change in Risk

It is a Condition Precedent to Our liability that You shall notify Us in writing immediately You become aware of

- (a) a change in tenancy or management of The Premises
- (b) a transfer or proposed transfer of the Licence
- (c) a complaint against The Premises or the control of The Premises
- (d) any action against the
  - (i) Licence holder
  - (ii) manager
  - (iii) tenant or other occupier of The Premises

for any breach of the licencing law, or any other matter where the integrity of the person concerned is brought into question

- (e) objection to renewal of the Licence, or other reasons which could endanger the interest in Licence or its renewal.

#### 2. Notification

It is a Condition Precedent to Our liability that in the event of Loss of Licence, You must inform Us in writing within 24 hours. You are also required to provide any assistance or stated information We may request

# Asset and Revenue Protection

## Terrorism Section

### Definitions

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

#### Act of Terrorism

Act of persons acting on behalf of or in connection with any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

#### Denial of Service Attack

Any actions or instruction constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems.

This includes but is not limited to the generation of excess traffic into the network addresses, the exploitation of systems or network weaknesses and the generation of excess or non genuine traffic between or amongst networks.

#### Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which We shall deduct from each and every claim at each separate location.

You will repay any such amount paid by us.

#### Hacking

Unauthorised access to any computer or other equipment, component, system or item which processes, stores or retrieves data whether the Property of You or not.

#### Head/Heads of Cover

Any of the following types of direct insurance cover:

1. Buildings and completed structures
2. Other property insured hereunder
3. Business Interruption
4. Book Debts

#### Private Individual

Any person other than

1. A company, association or partnership
2. A trustee or body of trustees where insurance is arranged under the terms of a trust
3. A person who owns Residential Property for the purpose of their business as a sole trader
4. A person who owns Residential Property of which in excess of 20 per cent of the property is commercially occupied.

Note:

- a) where the Residential Property is occupied by a trustee or a sole trader as a private residence and where the property is not a block of flats, each will be deemed to be a Private Individual in respect of that same property; and
- b) where two or more persons have arranged insurance on Residential Property in their several names and/or the name of the Policyholder includes the name of a bank or a building society or other financial institution for the purpose of noting their interest in the Property insured, they will be deemed to be a Private Individual in respect of that property.

#### Residential Property

1. Private dwelling houses and flats.
2. Household goods and personal effects.

#### Treasury

The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority.

#### Virus or Similar Mechanism

Program, code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data, files or operations whether involving self-replication or not. This includes but is not limited to trojan horses, worms and logic bombs.

## Cover

We will indemnify You in respect of all losses arising under any Head of Cover resulting from loss or destruction of or damage to property insured under this policy directly caused by an Act of Terrorism occurring during the Period of Insurance at The Premises but only in England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands.

The maximum We will pay under this Section in anyone Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this Policy where the Head of Cover is otherwise insured.

## Exceptions

The following exceptions apply to this Section.

1. **We will not indemnify You in respect of any losses arising under any Head of Cover directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from**
  - a) damage to any computer or other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information, programs or software) and whether Your property or not where such damage is caused by Virus or Similar Mechanism, Hacking or Denial of Service Attack.

- b) riot, civil commotion, war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
2. We will not indemnify You in respect of losses arising under any Head of Cover as a result of loss or destruction of or damage to residential Property Insured in the name of a Private Individual.

## Conditions

### The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet)

1. The insurance provided by this Section is subject to all the Definitions, Conditions, Clauses, Endorsements and Conditions Precedent of the Sections of this Policy where the Head of Cover is otherwise insured together with the Policy Definitions, Conditions Precedent and Policy Conditions except
  - a) any which provide for adjustments of premium
  - b) any aggregate limit on the amount borne by You as a result of the operation of an Excess
  - c) any provision for the automatic reinstatement of sums insured
  - d) any Long Term Undertaking.and providing that if there is conflict between this Section and the rest of the Policy, this Section shall prevail.
2. We will not indemnify You under this Section unless and until
  - a) The Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism, as defined in this Section or in the event of the Treasury refusing to issue such a certificate
  - b) a tribunal formed by agreement between Us and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism, as defined in this Section.
3. We may cancel the cover provided by this Terrorism Section
  - a) By sending You 30 days written notice to Your last known address. We will refund a proportionate part of any premium paid for the unexpired period; or
  - b) Immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement. We will not refund any instalment paid.
4. In any action or suit or proceedings where we allege that any loss is not covered by this Section the burden of proving that such loss is covered shall be upon You.

## Conditions Precedent

### It is a Condition Precedent to Our liability that

1. You must declare to Us all property and/or premises owned by You or for which You are responsible including all such property and/or premises of subsidiary companies unless it is the practice of any subsidiary company to effect its own insurance
2. You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises.

# Legal Liabilities

## Employers Liability Section

### Definitions

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the section.

#### **Bodily Injury**

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

#### **Compensation**

Damages, including interest.

#### **Costs and Expenses**

1. fees for Your legal representation
2. incurred with Our written consent
3. any claimant's legal costs for which You are legally liable in connection with any event which is or may be the subject of indemnity under this Section.

#### **Limit of Indemnity**

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

#### **Territorial Limits**

1. Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
2. elsewhere where any Employee normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands is engaged in The Business.

### Cover

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

1. Your legal liability to pay Compensation to any Employee; and
2. Costs and Expenses

as a result of Bodily Injury caused in the course of the Business, during the Period of Insurance and within the Territorial Limits.

The maximum We will pay is the Limit of Indemnity.

### Clauses

#### **1. Additional Activities**

The Business includes

- a) ownership, use and upkeep of The Premises, vehicles and plant
- b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- c) first aid, fire, security and ambulance services
- d) participation in exhibitions
- e) private work by any Employee, with Your prior consent, for You or any director or Employee.

#### **2. Cross Liabilities**

We will indemnify each party

- a) named as the Policyholder in the Schedule
- b) entitled to indemnity under this Section

as if a separate policy had been issued to each.

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

#### **3. Indemnity to Other Persons**

We will indemnify

- a) Your personal representatives in respect of legal liability You incur
- b) at Your request
  - (i) any director, partner or proprietor or Employee of Yours
  - (ii) the officers, committees and members of Your
    - canteen, social, sports, educational and welfare organisations
    - first aid, fire, security and ambulance services
  - (iii) any principal for whom you are carrying out a contract to the extent required by the contract conditions.

or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against you.

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

#### 4. Injury to Working Partners

We will treat, as an Employee, any working partner or proprietor of The Business who suffers Bodily Injury

- a) in the course of The Business during the period of Insurance and within the Territorial Limits; and
- b) caused by the negligence of another working partner, proprietor, or Employee.

#### 5. Legal Expenses Arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee in respect of

- a) legal fees and expenses in defending proceedings, including appeals
- b) prosecution costs awarded against You or any director, partner, proprietor or Employee

arising from any health and safety inquiry or criminal proceedings in respect of any breach of health and safety legislation of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

##### We will not indemnify You

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of The Business
2. in respect of
  - a) fines or penalties
  - b) proceedings resulting from any deliberate act or omission by any party claiming to be indemnified
  - c) proceedings relating to the health and safety of any person other than an Employee
3. where indemnity is provided by another insurance policy.

#### 6. Our Right of Recovery

The indemnity is in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

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

#### 7. Payment for Court Attendance

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

##### The maximum We will pay is

- a) for each director or partner £250 per day
- b) for each employee £150 per day

#### 8. Unsatisfied Court Judgements

We will, at Your request, indemnify any Employee or his or her personal representatives in respect of

- a) damages
- b) costs

unpaid 6 months after the date a judgement for Bodily Injury to the Employee was obtained against another party resident in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands.

This indemnity will only apply where

- a) the Bodily Injury was caused
  - (i) in the course of The Business; and
  - (ii) during the Period of Insurance
- b) the judgement was made in a court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) there is no appeal outstanding.

The judgement will be assigned to Us if We make a payment under this Clause.

## Exceptions

We will not indemnify any person entitled to indemnity in respect of legal liability as a result of work in or on and travel to, from or within any offshore

- a) accommodation, exploration, drilling or production rig or platform
- b) support vessel.

## Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

# Legal Liabilities

## Public and Products Liability Section

### Definitions

(also refer to the **Policy Definitions at the front of the booklet**).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

#### **Asbestos**

asbestos fibres or any derivatives of asbestos

#### **Bodily Injury**

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

#### **Compensation**

Damages, including interest.

#### **Costs and Expenses**

1. fees for Your legal representation
2. costs and expenses incurred with Our written consent
3. any claimant's legal costs for which You are legally liable in connection with any event which is or may be the subject of indemnity under this Section.

#### **Damage**

Physical

1. loss
2. destruction
3. damage.

#### **Limit of Indemnity**

The maximum amount, stated in the schedule, which We will pay in respect of Products supplied or pollution or contamination, the Limit of Indemnity will apply to the total of all claims occurring in any one Period of Insurance

In respect of Products Supplied or pollution or contamination, the Limit of Indemnity will apply to the total of all claims occurring in any one Period of Insurance.

#### **Personal Injury**

1. Bodily Injury
2. wrongful
  - a) arrest, detention or imprisonment
  - b) eviction
  - c) accusation of shoplifting.

#### **Products Supplied**

Anything which is

1. manufactured, sold, supplied, processed or treated
2. repaired, serviced or tested
3. installed, constructed, erected or transported by You or on Your behalf and which is no longer owned by You or in Your custody or control or that of any Employee

#### **Property**

Material property.

#### **Territorial Limits**

1. Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
2. elsewhere where You or any Employee normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands are engaged in the Business.
3. anywhere in the world in connection with Products Supplied at or from premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### Cover

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

1. Your legal liability for Compensation
2. Costs and Expenses

as a result of accidental

- a) Personal Injury
- b) Damage to Property
- c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

occurring in the course of The Business during the period of Insurance and within the Territorial Limits.

The maximum We will pay is the Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in

1. the United States of America or any territory within its jurisdiction; or
2. Canada

the maximum We will pay, inclusive of Costs and Expenses, is the Limit of Indemnity.

### Clauses

#### **1. Additional Activities**

The Business includes

- (a) ownership, use and upkeep of Your premises, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any Employee, with Your prior consent, for You or any director, partner, proprietor or Employee.

## 2. Cross Liabilities

We will indemnify each party

- a) named as the Policyholder in the Schedule
- b) entitled to indemnity under this Section

as if a separate policy had been issued to each.

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

## 3. Defective Premises

We will indemnify You in respect of liability arising under

- a) the Defective Premises Act 1972
- b) the Defective Premises (Northern Ireland) Order 1975

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not indemnify You in respect of the cost of rectifying any defect or alleged defect in such premises.

## 4. Indemnity to Other Persons

We will indemnify

- a) Your personal representatives in respect of legal liability You incur
- b) at Your request
  - (i) any director, partners or proprietor or Employee of Yours
  - (ii) the officers, committees and members of Your
    - canteen, social, sports, educational and welfare organisations
    - first aid, fire, security and ambulance services
  - (iii) any principal for whom You are carrying out a contract to the extent required by the contract conditions or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

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

## 5. Legal Expenses Arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee in respect of

- a) legal fees and expenses in defending proceedings, including appeals
- b) prosecution costs awarded against You or any director, partner, proprietor or Employee

arising from any health and safety inquiry or criminal proceedings in respect of any breach of health and safety legislation of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### We will not indemnify You

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of The Business
2. in respect of
  - a) proceedings as a result of any deliberate act or omission by the party claiming to be indemnified
  - b) proceedings relating to the health and safety of any Employee
3. where indemnity is provided by another insurance policy.

## 6. Liability for Hired or Rented Premises

We will indemnify You in respect of Your legal liability as a result of accidental Damage to premises (including fixtures and fittings) within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands which You hire, rent and occupy in connection with The Business.

### We will not indemnify You in respect of

1. the first £250 of any claim caused other than by fire or explosion
2. liability imposed on You solely by reason of the terms of the hiring or renting agreement
3. legal liability as a result of Damage against which the hiring or renting agreement specifies that insurance is taken out by You or on Your behalf.

## 7. Motor Contingent Liability

We will indemnify You in respect of Your legal liability as a result of accidental

- a) Bodily Injury; and/or
- b) Damage to property arising out of the use
  - (i) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
  - (ii) in connection with The Business

of any motor vehicle not belonging to or provided by You.

### We will not indemnify You

- 1. in respect of Damage to the vehicle or goods carried in or on the vehicle
- 2. while the vehicle is being driven by
  - a) You
  - b) by a person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- 3. if indemnity is provided by another insurance.

## 8. Overseas Personal Liability

We will indemnify

- a) You
- b) any director, partner or Employee

while temporarily outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with The Business in respect of legal liability as a result of accidental

- (i) Bodily Injury; and/or
- (ii) Damage to Property

incurred in a personal capacity.

We will also indemnify any accompanying spouse or children.

Where the Policyholder is an individual the Indemnity will also apply within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### We will not indemnify You

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

## 9. Payment for Court Attendance

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

The maximum We will pay is

- a) for each director or partner £250 per day
- b) for each Employee £150 per day

## 10. Personal Belongings

We will indemnify You in respect of Your legal liability as a result of accidental Damage to vehicles or personal belongings which You do not own but which are in Your custody or control.

### We will not indemnify You where this Property is

- a) stored for a fee or other consideration
- b) in Your custody or control for the purposes of being worked on.

## Exceptions

1. We will not indemnify any person entitled to indemnity in respect of legal liability as a result of
  - a) Personal Injury to an Employee, partner or proprietor
  - b) the ownership, possession or use by You or on Your behalf or by any person entitled to indemnity under this Section of any
    - (i) aircraft, aerial device or hovercraft
    - (ii) watercraft exceeding 8 metres in length
    - (iii) motor vehicle or trailer
      - in circumstances to which road traffic legislation applies; or
      - where a more specific insurance is in force
  - c) Damage to Property
    - (i) which You own or is loaned, leased, hired or rented to You
    - (ii) which is held in trust or in the custody or control of
      - You
      - any Employee
      - any other party who is carrying out work on Your behalfother than in the circumstances described in Clauses 6 or 10
  - d) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract)
  - e)
    - i) advice, instruction, consultancy, design, formula, specification, inspection, certification, or testing performed or provided separately for a fee or under a separate contract.
    - ii) # advice, design consultancy or instruction  
# the provision of any treatment of facility  
# the hiring out of any equipmentother than in respect of any Optional Extension stated in Your Schedule
  - f) any Products Supplied which could affect
    - (i) the navigation, propulsion or safety of any aircraft or other aerial device
    - (ii) the safety or operation of nuclear Installations
  - g)
    - (i) pollution or contamination of buildings or other structures or of water or land or the atmosphere and
    - (ii) Bodily Injury or Damage to Property directly or indirectly caused by such pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.  
  
All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.
  - h)
    - (i) work in or on and travel to, from or within  
or
    - (ii) Products Supplied to  
any offshore  
# accommodation, exploration, drilling or production rig or platform  
# support vessel
  - i) the disposal of assets other than furniture and office equipment previously used in the course of The Business
2. We will not indemnify any person entitled to indemnity in respect of
  - a) recalling or making refunds in respect of Products Supplied
  - b)
    - (i) liquidated damages
    - (ii) penalty clauses
    - (iii) fines
    - (iv) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other noncompensatory damages
  - c) liability imposed on You solely by reason of the terms or any contract conditions or agreement in connection with Products Supplied
- 3) We will not provide indemnity in respect of

- (a) exposure to
- (b) inhalation of
- (c) fears of the consequences of exposure to or the inhalation of
- (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos

## Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

### Conditions Precedent

The following Condition Precedent applies.

#### Sterilisation

It is a Condition Precedent to Our liability that

- (1) razor and clipper blades
- (2) steel combs
- (3) needles
- (4) any other item which could pierce skin while in use

are thoroughly sterilised before use unless being used for the first time

#### Optional Extensions

We will indemnify You, subject otherwise to the terms of the policy and Section, respect of Your legal liability as a result of the following Optional Extensions.

Your Schedule will state which Optional Extensions apply.

#### Professional Treatment

##### (1) Barber

Hair washing, drying, cutting and styling.

##### (2) Hairdresser

- (1) above plus
  - (a) tinting, dyeing, bleaching, permanent waving or special treatment of hair
  - (b) eyebrow and eyelash plucking, shaping and tinting
  - (c) manicure and pedicure
  - (d) ear piercing by the 'gun and stud method'

We will not indemnify You in respect of legal liability arising from the treatment of any person who knows he or she suffers from skin allergies unless they produce, before treatment begins, a medical certificate stating they may undergo treatment.

##### (3) Beautician

- (2) above plus
  - (a) cosmetics
  - (b) facial masks (including ionisation and steam treatments)
  - (c) hair removal preparations

We will not indemnify You in respect of legal liability arising from the treatment of any person who knows he or she suffers from skin allergies unless they produce, before treatment begins, a medical certificate stating they may undergo treatment.

##### (4) Electro-Mechanical Slimming Treatments

The provision of electro-mechanical slimming treatments

Provided

- (a) the equipment is inspected, at least annually, by a qualified electrical engineer

and

(b) customers are given detailed instructions on the safe use of equipment

and

(c) the use of the equipment is adequately supervised by a competent person.

**(5) Sauna, Turkish Baths or Hydro Massage Facilities**

The provision of sauna, turkish baths or hydro massage facilities

Provided

- (a) customers are given detailed instructions on the safe use of the facilities and
- (b) the use of the facilities is adequately supervised by a competent person.

**(6) Solaria and Sun Beds**

The provisions of ultra violet or infra red treatment facilities

Provided

- (a) the equipment is inspected, at least annually by a qualified electrical engineer
- and
- (b) customers are given detailed instructions on the safe use of equipment
- and
- (c) the use of the equipment is adequately supervised by a competent person.

And

- (d) customers are advised, before treatment begins, of the possible health risk of ultra violet rays.

We will not indemnify You in respect of legal liability arising from the treatment of any person who

- (1) knows he or she suffers from skin allergies, high or low blood pressure or circulation disorders
- (2) is in an advanced stage of pregnancy
- (3) is taking prescribed medicine

unless they produce, before treatment begins, a medical certificate stating they may undergo treatment

**(7) Hair Removal by Electrolysis**

Hair removal by electrolysis provided the equipment is

- (a) operated only by trained personnel
- and
- (b) inspected, at least annually, by a qualified electrical engineer

**(8) Additional Treatments**

Any additional treatments stated in the Schedule

**(9) Hiring out of Equipment**

The hiring out of equipment stated in the Schedule

Provided

- (a) it is inspected
  - (i) and any defects rectified before each hire
  - (j) at least annually, by a qualified electrical engineer

- (b) customers are given detailed instructions on the safe use of equipment.

# Legal Liabilities

## Commercial Legal Protection Section

The following notes are designed to assist You in understanding Your Commercial Legal Protection cover and the process that You must follow to ensure that You obtain the maximum benefit from this cover.

The claims service for this Section of the policy is administered by DAS Legal Expenses Insurance Company Limited on Our behalf. DAS pioneered the legal expenses market in this country during the mid-seventies and are today recognised as the UK's leading legal expenses insurer. We have chosen DAS as Our Claims Administrator for this cover in view of their expertise and many years experience in dealing with legal disputes for customers.

To ensure that You get the maximum benefit from this section of the policy You should follow the guidelines below:

- As soon as You are aware of an incident, You should get legal advice from the legal helpline on 0845 300 1899 without delay. Please have Your policy number to hand.
- If You think that You might need to claim contact DAS Legal Expenses Insurance Company Limited on 0117 934 2000 and request a claim form. DAS will only proceed with Your claim once they have received details of the incident in writing.
- DAS will administer the claim on behalf of Norwich Union.
- If a solicitor is required to deal with Your legal problem DAS will appoint one from their approved panel of solicitors. These solicitors have been carefully chosen as experts in the area of law covered by the policy and they are required to comply with strict service standards set by DAS.

Please note that all civil claims covered by this Section of the policy are subject to the provision of 'Prospects of Success', this is stated in item (3) under the Cover heading in this Section. This means that You must have a greater chance of winning a case than not, or obtaining another legal remedy agreed by DAS, or make a successful defence. This will be assessed by DAS or a suitably qualified person who has been appointed by them. If a case is deemed not to have 'prospects' the cover provided by this Section will not operate. You will be informed in writing of the reason why.

## Definitions

(also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an Insured Person in accordance with the terms of this Section.

### Aspect Enquiry

An examination by the Inland Revenue which considers one or more specific aspects of Your self assessment and/or corporation tax return.

### The Claims Administrator

DAS Legal Expenses Insurance Company Limited who administer the claims service for this insurance on Our behalf.

### Costs and Expenses

1. Legal costs
  - a) All reasonable and necessary costs chargeable by the Appointed Representative on a standard basis.
  - b) Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with the agreement of The Claims Administrator.
2. Accountants' Costs  
A reasonable amount in respect of all costs reasonably incurred by the Appointed Representative.
3. Attendance Expenses
  - a) The salary or wages of the Insured Person for the time they are off work
    - (i) to attend any arbitration, court or tribunal hearing at the request of the Appointed Representative
    - (ii) as a defendant or while attending jury service.
  - b) We will pay for each half or whole day that the
    - (i) court

- (ii) tribunal
  - (iii) employer of the Insured Person will not pay for.
- a) The amount We will pay is based on the following
    - (i) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours.
    - (ii) if the Insured Person
      - works full time, the salary or wages for each whole day equals 1/250th of the annual salary or wages of the Insured Person.
      - works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.

### Date of Occurrence

1. civil cases - when the cause of action accrued (other than Contingencies 4A, 4B or 4C)
2. criminal cases - when the Insured Person broke or is alleged to have broken the criminal law in question
3. Full Enquiries or Aspect Enquiries - when the Inland Revenue first notifies in writing the intention to make enquiries
4. employer's compliance and value added tax disputes - when the relevant authority sends an assessment or written decision to You
5. licence or registration appeals - when You first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence or British Standard Certificate of Registration.

### Full Enquiry

An extensive examination by the Inland Revenue which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self-assessment and/or corporation tax return.

### Insured Person

1. You
2. any director of Yours, or partner, or proprietor of The Business
3. any employee of Yours under a contract of employment with You.

### Limit of Indemnity

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

### Territorial Limits

For Contingencies 2 Legal Defence (other than Contingency 2.4) and 3B Bodily Injury  
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Gibraltar, Hungary, Iceland, Liechtenstein, Macedonia, Malta, Monaco, Montenegro, Norway, Poland, Romania, San Marino, Serbia, Slovakia, Slovenia, Switzerland and Turkey (West of the Bosphorus).

For all other Contingencies  
Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## Cover

### We will indemnify the Insured Person in the terms of the following Contingencies provided that

1. the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance
2. any legal proceedings will be dealt with by a court or other body which The Claims Administrator agree to, within the Territorial Limits
3. in civil claims it is always more likely than not that the Insured Person will recover damages (or obtain any other legal remedy which The Claims Administrator have agreed to) or make a successful defence.

For all Contingencies The Claims Administrator will help in appealing or defending an appeal provided that the Insured Person tells The Claims Administrator within the time limits that they want The Claims Administrator to appeal. Before We pay any Costs and Expenses for appeals, The Claims Administrator must agree that it is always more likely that the appeal will be successful.

If an Appointed Representative is used, We will pay the Costs and Expenses incurred for this.

The maximum We will pay is the Limit of Indemnity.

## Contingency 1A - Employment Disputes

The Claims Administrator will represent You in defending Your legal rights

1. prior to the issue of legal proceedings in a court or tribunal following the dismissal of an Insured Person
2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
3. in legal proceedings in respect of any dispute with
  - a) an Insured Person
  - b) a former Insured Person
  - c) a trade union acting on behalf of an Insured Person or a former Insured Personwhich arises out of, or relates to, a contract of employment with You

4. in legal proceedings in respect of any dispute with
  - a) an Insured Person
  - b) a former Insured Person
  - c) a prospective Insured Personarising from an alleged breach of their statutory rights under employment legislation.

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

## Contingency 1B - Compensation Awards

We will indemnify You in respect of

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of Your statutory duties under employment legislation

in respect of a claim The Claims Administrator has accepted under Contingency 1A. The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is £1,000,000.

### **We will not provide indemnity in respect of**

1. non payment of money due under the relevant contract of employment or related statutory provision
2. any compensation award related to the following
  - a) trade union activities, trade union membership or nonmembership
  - b) pregnancy or maternity rights
  - c) health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - d) statutory rights in relation to trustees of occupational pension schemes
  - e) statutory rights in relation to Sunday shop and betting work
3. any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998.
4. any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non compliance with an reinstatement order or re-engagement order.

## **Conditions Precedent to Contingency 1B**

### **The following Conditions Precedent apply.**

#### **1. Performance and/or Conduct**

It is a Condition Precedent to Our liability that in cases relating to performance and/or conduct You, throughout the dispute, have either

- a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service; or
- b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
- c) sought and followed the advice from Our 24 hour legal helpline.

#### **2. Unlawful Discrimination**

It is a Condition Precedent to Our liability in respect of an order of compensation following a breach of Your statutory duties under employment legislation that You have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute.

#### **3. Redundancy**

It is a Condition Precedent to Our liability in respect of any compensation award for

- a) redundancy
- b) alleged redundancy
- c) unfair selection for redundancy

that You have sought and followed the advice of The Claims Administrator prior to serving notice of dismissal.

#### **4. Compensation Awards**

It is a Condition Precedent to Our liability in respect of compensation awards that compensation

- a) is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgement made after full argument
- b) is approved by The Claims Administrator in writing.

## **Contingency 1C - Service Occupancy**

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

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

## **Contingency 2 - Legal Defence**

At Your request The Claims Administrator will

1. defend the legal rights of an Insured Person
  - a) prior to the issue of legal proceedings when dealing with the
    - (i) Police
    - (ii) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officerwhere it is alleged the Insured Person has or may have committed a criminal offence; and/or
  - b) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction; and/or
  - c) following civil action taken against the Insured Person for compensation under Section 13 of the Data Protection Act 1998. (We will also pay any compensation award made against the Insured Person under Section 13 of the Data Protection Act 1998)

2. defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance
3. defend the legal rights of an Insured Person (other than You) if
  - a) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of
    - (i) sex
    - (ii) sexual orientation
    - (iii) race
    - (iv) disability
    - (v) age
    - (vi) religious belief
    - (vii) political opinion; and/or
  - b) civil action being taken against them as a trustee of a pension fund set up for the benefit of Your employees
4. represent the Insured Person in appealing against the imposition or terms of Statutory Notice under legislation affecting Your Business
5. represent You in appealing against the refusal of the Information Commissioner to register Your application for registration
6. pay the Attendance Expenses of an Insured Person for jury service provided that
  - a) in respect of proceedings under the Health and Safety at Work etc. Act 1974, the Territorial Limits shall be any place where the Act applies
  - b) at the time of the insured incident, You are registered with the Information Commissioner in respect of Contingency 2.1 (c)

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

## Contingency 3A - Property Protection

The Claims Administrator will negotiate for Your legal rights in any civil action relating to material property which is owned by You, or You are responsible for, following

1. any event which causes or could cause physical damage to such material property; and/or
2. any nuisance or trespass

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

1. a contract entered into by You
2. goods
  - a) in transit
  - b) lent or hired out
  - c) at premises You do not occupy unless for
    - (i) installation; or
    - (ii) use in work to be carried out by You
3. mining subsidence
4. a motor vehicle
  - a) owned, hired or leased by an Insured Person other than damage to motor vehicles where You are engaged in the business of selling motor vehicles; or
  - b) used by an Insured Person

## Contingency 3B - Bodily Injury

At Your request, The Claims Administrator will negotiate for the legal rights of an Insured Person and their family members following an event which causes the death of, or bodily injury, to them.

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

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
2. defending the legal rights of an Insured Person or their family members other than defending a counter claim.
3. a motor vehicle
  - a) owned by; or
  - b) hired or leased; or
  - c) used
 by an Insured Person or their family members.

## Contingency 4A - Full or Aspect Enquiries

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry carried out by the HM Revenue and Customs.

## Contingency 4B - Employers' Compliance

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

1. Pay as You Earn; or
2. Social Security Regulations

**following a review by the Inland Revenue or the Department of Social Security Contributions Agency.**

## Contingency 4C - VAT Disputes

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings following an assessment by HM Customs and Excise in respect of value added tax due.

## Conditions Precedent to Contingencies 4A, 4B and 4C

**The following Condition Precedent applies.**

### 1. Reasonable Care

It is a Condition Precedent to Our liability that You have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

The maximum amount We will pay for Aspect Enquiries in respect of any one claim is £2,000.

#### **We will not provide indemnity**

1. caused by Your failure to register for value added tax
2. arising from any investigations or enquiries undertaken by the Inland Revenue Special Investigation Section or Special Compliance Office
3. arising from any investigations or enquiry by HM Customs and Excise into alleged dishonesty or alleged criminal offences
4. arising from a tax avoidance scheme
5. for the first £200 of Costs and Expenses for Aspect Enquiries in respect of any one claim.

## Contingency 5 - Contract Disputes

The Claims Administrator will negotiate for Your legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by You or on Your behalf for the

1. purchase
2. hire
3. sale
4. provision

of good or of services

provided that

- a) the amount in dispute exceeds £250
- b) if the amount in dispute exceeds £5,000, You will be responsible for the first £500 of legal costs in respect of each and every claim
- c) if the amount in dispute is payable by installments, the installments due and payable at the time of making the claim exceeds £250
- d) if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.

#### **We will not provide indemnity in respect of**

1. any claim relating to the following
  - a) the settlement payment under an insurance policy
  - b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
  - c) a loan, mortgage, pension or any other financial product and choses in action

- d) a motor vehicle owned by, hired or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles
- 2. a dispute with an Insured Person of former Insured Person which arises out of or relates to a contract of employment with You
- 3. a dispute which arises from the
  - a) sale
  - b) provision
  - c) purchase
  - d) hire
 of computer hardware, software, systems or services which have been specifically tailored
- 4. a dispute arising from the breach or alleged breach of professional duty by an Insured Person.
- 5. the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

## Contingency 6 - Tenancy Disputes

The Claims Administrator will negotiate for Your legal rights in a tenancy dispute between You and Your landlord arising from premises leased or rented to You.

**We will not provide indemnity in respect of any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.**

## Contingency 7 - Statutory Licence Protection

The Claims Administrator will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence or British Standard Certificate of Registration.

**We will not provide indemnity in respect of**

- 1. An original application or application for renewal of a statutory licence or British Standard Certificate of Registration.
- 2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.

## Contingency 8 - Debt Recovery

The Claims Administrator will negotiate for Your legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services provided that

- 1. the amount in dispute exceeds £250
- 2. You have exhausted all credit control and accounting procedures
- 3. The Claims Administrator has the right to select the method of enforcement or to forego enforcing judgement if The Claims Administrator is not satisfied that there are, or will be, sufficient assets available to satisfy judgement
- 4. You supply the correct and current name and address of the debtor
- 5. a claim for debt recovery under this Contingency is made within 90 days of the money becoming due and payable.

**We will not provide indemnity in respect of**

- 1. any claim relating to the following
  - a) the settlement payable under an insurance policy
  - b) a lease, licence or tenancy of land or buildings
  - c) a loan, mortgage, pension or any other financial product and choses in action
  - d) a motor vehicle owned by, hired or leased to You other than arrangements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles
- 2. a dispute with an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You
- 3. a dispute which arises from the
  - a) sale
  - b) provision
  - c) purchase
  - d) hire
 of computer hardware, software, systems or services which have been specifically tailored
- 4. the recovery of money and interest due from another party where the other party intimates that a defence exists.

## Section Exceptions - Applying to all Contingencies

### We will not provide indemnity in respect of

1.
  - a) any claim reported to Us more than 180 days after the Insured Person should have known about the claim
  - b) any Costs and Expenses incurred before the written acceptance by The Claims Administrator of a claim
  - c) fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B (Compensation Awards) and Contingency 2 (Legal Defence)
  - d) any claim relating to
    - (i) patents
    - (ii) copyrights
    - (iii) trademarks
    - (iv) merchandise marks
    - (v) registered designs
    - (vi) intellectual property
    - (vii) secrecy and confidentiality agreements
  - e) any claim relating to franchise or agency rights where You have the legal capacity to alter the legal relations of another
  - f) any claim deliberately or intentionally caused by the Insured Person
  - g) a dispute with The Claims Administrator and/or Us not catered for in Section Condition 7
  - h) any claim relating to a shareholding or partnership share in The Business unless such shareholding was acquired under a scheme open to all Your employees or to a substantial number of them of a certain minimum grade other than Your directors
- or
- i) an application for judicial review
- j) any legal action an Insured Person takes which The Claims Administrator or the Appointed Representative have not agreed to; and/or where the Insured Person does anything that hinders The Claims Administrator or the Appointed Representative
- k) any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.
2. a claim notified under this policy when, either at the start of or during the course of the claim You
  - a) are bankrupt
  - b) have filed a bankruptcy petition or winding-up petition
  - c) have made an arrangement with creditors
  - d) have entered into a deed or arrangement
  - e) are in liquidation
  - f) are or part or all of or all of Your affairs or property are in the care or control of a receiver or administrator.

## Section Conditions - Applying to all Contingencies

1. An Insured Person must
  - a) keep to the terms and conditions of this policy
  - b) notify Us immediately of any alteration which may materially affect Our assessment of the risk
  - c) take reasonable steps to keep any amount We have to pay as low as possible
  - d) try to prevent anything happening that may cause a claim
  - e) send everything The Claims Administrator asks for, in writing
  - f) give The Claims Administrator full details of any claim as soon as possible and give The Claims Administrator any information it needs
2.
  - a) The Claims Administrator can take over and conduct in the name of an Insured Person, any claim or legal proceedings at any time. The Claims Administrator can negotiate any claim on behalf of an Insured Person
  - b) if The Claims Administrator agrees to start legal proceedings and it becomes mandatory for an Insured Person to be represented by a lawyer, or if there is a conflict of interest, an Insured Person can choose an Appointed Representative by sending The Claims Administrator the suitably qualified person's name and address. The Claims Administrator may choose not to accept the choice of representative, but only in exceptional circumstances. If there is a disagreement over the choice of Appointed Representative, another suitably qualified person can be appointed to decide the matter
  - c) before an Insured Person chooses a lawyer or an accountant, The Claims Administrator can appoint an Appointed Representative
  - d) an Appointed Representative will be appointed by The Claims Administrator and represent an Insured Person according to their standard terms of appointment. The Appointed Representative must cooperate fully with The Claims Administrator at all times
  - e) The Claims Administrator will have direct contact with the Appointed Representative
  - f) an Insured Person must cooperate fully with The Claims Administrator and the Appointed Representative and must keep The Claims Administrator up-to-date with the progress of the claim
  - g) an Insured Person must give the Appointed Representative any instructions that The Claims Administrator requires.
3.
  - a) an Insured Person must tell The Claims Administrator if anyone offers to settle a claim
  - b) if an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses
  - c) The Claims Administrator may decide to pay the Insured Person the amount of damages that the Insured Person is claiming or

is being claimed against them instead of starting or continuing legal proceedings.

4. a) if The Claims Administrator asks, an Insured Person must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited  
b) an Insured Person must take every step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.
5. if an Appointed Representative refuses to continue acting for an Insured Person or if an Insured Person dismisses an Appointed Representative, the cover We provide will end at once, unless The Claims Administrator agrees to appoint another Appointed Representative.
6. If an Insured Person
  - a) settles a claim
  - b) withdraws their claim without the agreement of The Claims Administrator
  - c) does not give suitable instructions to an Appointed Representativethe cover We provide will end at once and We will be entitled to reclaim any Costs and Expenses paid by Us.
7. If the Claims Administrator and an Insured Person disagree about
  - a) the choice of Appointed Representative; and/or
  - b) about the handling of a claim

The Claims Administrator and the Insured Person can choose another suitably qualified person, to decide the matter.

The Claims Administrator and the Insured Person must both agree to this in writing.

If The Claims Administrator cannot agree with the Insured Person about the choice of the second suitably qualified person, The Claims Administrator will ask the president of a relevant national law society to choose a suitably qualified person.

Whoever loses the disagreement will have to pay the costs of settling it.

8. The Claims Administrator may at its discretion require You to obtain an opinion from counsel at Your expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by Us.
9. We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
10. All Acts of Parliament within this Section policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

## Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

# Policy Exceptions, Conditions Precedent and Policy Conditions

## Policy Exceptions

### We will not indemnify You or any person entitled to indemnity in respect of

1. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
  - a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - b) nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
  - c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above

However (a) to (c) shall not apply to the Employer's Liability or Terrorism Sections and (b) shall not apply to the Public and Products Liability Sections of this policy.

2. death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
  - a) directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
    - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
    - (i) dispersing radioactive material and/or ionising radiation; or
    - (ii) using atomic or nuclear fusion and/or fusion or other like reaction.

However,

1. exception 2. b) does not apply to the following sections
    - a) Employers' Liability
    - b) Public and Products Liabilitywhen insured under this policy.
  2. in relation to the Employers' Liability Section, exception 2. a) above only applies when You under a contract or agreement have undertaken to
    - a) indemnify another party
    - b) assume the liability of another party
  3. exceptions 2. a) and b) do not apply to the Terrorism Section when insured by this policy.
3. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
    - a) Terrorism
    - b) civil commotion in Northern Ireland but this shall only apply to the Property Damage and Business Interruption Sections when insured by this policy.
    - c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

except as stated in the **Special Provisions - Terrorism** below

Terrorism is defined as any act or acts including, but not limited to

- (i) the use or threat of force and/or violence; and/or
- (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes

In any action suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with 3(a) and 3(c) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) You will have to prove that any such consequence is covered (or is covered beyond that limit of liability)

### Special Provisions - Terrorism

Subject otherwise to the terms conditions and exceptions of the policy

- a) When any of the following Sections are insured by this policy
  - Employers Liability
  - Public and/or Products Liability

neither of the exclusions in 3(a) and 3(c) above shall apply to

- (i) Employers Liability but the Limit of Indemnity for the purposes of Special Provision (a) - Terrorism is limited to £5,000,000 including costs and Expenses
- (ii) Public and/or Products Liability but the Limit of Indemnity for the purposes of Special Provision (a) - Terrorism is limited to £2,000,000 or any other amount specified in the Schedule for Public and/or Products Liability whichever is the lower in any one Period of Insurance.

b) Exclusions 3 a) and 3 c) above do not apply to the Terrorism Section, when insured by this policy

4. Loss, destruction or damage directly caused by pressure waves from aircraft or other aerial devices. However, exception 4. does not apply to the Terrorism Section, when insured by this policy.

5. a) Money  
b) securities or bonds  
c) jewelry or precious stones  
d) precious metals or bullion  
e) furs or curios  
f) rare books or works of art  
g) goods held in trust or on commission  
h) documents or manuscripts  
i) business books or computer system records  
j) explosives

unless specifically mentioned

However, exceptions 5. a) to j) do not apply to the Terrorism section when insured by this policy.

6. any claim which arises directly or indirectly from or consists of the failure or inability of any
- a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
  - b) media or systems used in connection with anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

however, We shall not exclude and claim subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that section

- 1) Property Damage
- 2) Money and Assault
- 3) Computer
- 4) Business Interruption

Exceptions (6) (a) and (b) do not apply to Employers Liability Section, Personal Accident Section or Terrorism Section, when insured by this policy.

#### Definition

The following definition only applies to this exception

'Defined Contingency'

Fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious person other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe impact by any road vehicle or animal, or theft.

7. Any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of

(a) Loss of Data

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving Physical force and violence or a Specified Contingency where either is insured under any of the the following Sections of the policy and only to the same extent that such a claim is insured under that section.

(i) Property Damage

(ii) Money and Assault

(iii) Business Interruption

Exception 7 (a) does not apply to the Public and Products Liability Section.

(b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment. However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.

(i) Property Damage

(ii) Money and Assault

(iii) Business Interruption

Exceptions (7) (a) and (b) do not apply to the following Sections, when insured by this policy.

(1) Terrorism

(2) Employers' Liability

(3) Commercial Legal Protection

However, We shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

1. Property Damage
2. Business Interruption including Book Debts
3. Money and Assault.
4. Computer

This exception does not apply to any of the following Sections, when insured by this policy

1. Employers Liability
2. Public and Products Liability
3. Terrorism

#### **Definition**

The following definition only applies to this exception

Defined Contingency'

fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

# Policy Exceptions, Conditions Precedent and Policy Conditions

## Conditions Precedent

The following Conditions Precedent should be read in conjunction with other Conditions Precedent which may apply to a specific Section of the Policy.

**The following Condition Precedent applies**

## Protections

It is a Condition Precedent to Our liability in respect of loss, destruction or damage caused by theft or attempted theft that whenever The Premises are

1. closed for business
2. left unattended

all security devices provided to protect The Premises are properly fitted and put into full operation.

**The following Conditions Precedent apply only if stated in the Schedule.**

## Intruder Alarm System

### Definitions

**The following definitions only apply to the Intruder Alarm System Condition Precedent.**

#### Alarmed Premises

The Premises or those parts of The Premises protected by the Intruder Alarm System.

#### Intruder Alarm System

The component parts detailed in the alarm specification which has been agreed by Us including the means of communication used to transmit signals.

#### Keyholder

You or any Responsible Person or keyholding company authorised by You:-

1. to accept notification of faults or alarm signals relating to the Intruder Alarm System
2. to attend, and allow access to The Premises at least one of whom must be available at all times.

#### Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

It is a Condition Precedent to Our liability in respect of loss, destruction or damage caused by theft or attempted theft

1. whenever The Premises are closed for business or left unattended the Alarmed Premises are protected by the Intruder Alarm System
2. the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company, as agreed with Us
3. no alteration to, or substitution of
  - a) any part of the Intruder Alarm System
  - b) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
  - c) the maintenance contract shall be made without Our written agreement
4. at least one Responsible Person must remain on the Alarmed Premises

- a) unless the Intruder Alarm System is fully set with the means of communication used to transmit signals in full operation
  - b) if the police have withdrawn their response to alarm calls  
except where We agree otherwise
5. all keys to the Intruder Alarm System are removed from The Premises when The Premises are left unattended
  6. You and each Keyholder
    - a) keep secret the codes for the operation of the Intruder Alarm System; and
    - b) do not leave details of the codes on The Premises
  7. You appoint at least two Keyholders and notify this in writing to the police and the alarm company who are contracted to maintain the alarm. You must also tell them of any change of Keyholders
  8. when the Intruder Alarm System has been set, and notice is given that it has been activated; or the means of communication have been interrupted a Keyholder must attend The Premises as soon as possible following such notice and a Responsible Person must remain there until the requirements of paragraph 4 have been complied with.  
This must be done unless We have previously agreed in writing alternative procedures
  9. if you receive notice
    - a) that police response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
    - b) from a local authority or magistrate imposing any requirements for abatement of a nuisance
    - c) from the installing company or another company as agreed by Us that the Intruder Alarm System cannot be returned to, or maintained in, full working order  
You must tell Us as soon as possible and in any event no later than 10.00 am on Our next working day; and comply with all alternative security measures We require.

## Minimum Security

It is a Condition Precedent to Our liability in respect of loss, destruction or damage occurring more than 30 days after the inception of the Policy that

1. final exit doors must be secured as follows:
    - a) timber doors - by mortice deadlock shaving five or more levers or conforming to BS3621 with matching boxed striking plate
    - b) aluminum doors - by cylinder mortice lock operating a swinging lock bolt
    - c) PVCu doors - by key operated multi-point locking devices having three or more locking points
    - d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
  2. all other external doors and internal doors leading to common areas or other premises, must be secured:
    - a) by the means set out in (1), or
    - b) by key operated security bolts fitted top and bottom
  3. all opening windows or roof lights accessible from the ground or via roofs, pipe work or other structures must be secured by key operated locking devices or screwed permanently shut
  4. any security measures stipulated or agreed by Us in writing are implemented and in full and effective working order.
- Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

# Policy Exceptions, Conditions Precedent and Policy Conditions

## Policy Conditions

**Each Section of the policy contains conditions. They must be read in conjunction with the following policy conditions.**

### 1. Alteration of Risk

The Policy is voidable where there has been any material alteration to the risk after the commencement of this insurance

- a) which increases the risk of loss, destruction, damage, accident or injury; or
- b) where Your interest ceases except by will or operation of law

unless We have accepted the alteration.

### 2. Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

An award made by the arbitrator will be a Condition Precedent to a right of legal action against Us.

### 3. Average

Where a Sum Insured is subject to average, if at the time of loss, destruction or damage, the Sum Insured is less than the total value of the property, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

### 4. Cancellation

We may cancel the policy

- (a) by sending You thirty days written notice to Your last known address.  
We will refund a proportionate part of the premium paid for the unexpired period
- b) immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement.

We will not refund any instalment paid.

### 5. Claims Procedure

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

You will

- a) tell Us immediately of any event or occurrence which may result in a claim
- b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim, within:
  - (i) 30 days of Your becoming aware of the event or occurrence
  - (ii) 7 days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious personsof You becoming aware of the event or occurrence, or such further time that We may allow
- d) provide Us with all information and help We require in respect of the claim
- e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

### 6. Contribution

**Applicable to Public and Products Liability section and Employers Liability section**

- a) If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these sections not been effected.

**Applicable to all other sections insured by this policy**

- b) where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss
- c) If the other insurance is subject to a Condition of average and this policy is not, this policy will become subject to the same condition of average
- d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

## 7. Discharge of Liability

We may at any time pay

- a) the Limit of Indemnity; or
- b) the Sum Insured; or
- c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

## 8. Fraud

We will avoid the policy from the date of the loss or alleged loss

- a) if a claim made by You or anyone acting on Your behalf to obtain a policy benefit is fraudulent or intentionally exaggerated; or
- b) a false declaration or statement is made in support of a claim.

## 9. Identification

The policy and Schedule will read as one contract.

A particular word or phrase which is not defined will have its ordinary meaning.

## 10. Index Linking

- a) Renewal

where it states in the Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices. We may select alternative measures if any of these indices are unavailable.

- (i) any building and tenants improvements item  
The General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors
- (ii) other items  
The Producer Price Index for Home Sales of Manufactured Products issued by the Department of Trade and Industry.

- b) Claims

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

## 11. Non Disclosure, Misrepresentation or Misdescription

The policy is voidable if You or anyone acting for You fails to disclose, misrepresents or misdescribes any material fact.

## 12. Our Rights

If loss, destruction or damage occurs which may lead to a claim We may

- a) enter or take possession of the building or premises
- b) take possession of, or require to be delivered to Us, Property Insured which We will deal within in a reasonable manner without incurring liability or reducing Our rights.

**We will not pay for loss, destruction or damage if You or anyone acting on Your behalf**

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

## 13. Reasonable Precaution

You will

- a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair
- b) take all reasonable precautions to prevent
  - (i) loss, destruction or damage to Property Insured

- (ii) accident or injury to any person or loss, destruction or damage to their property
- c) comply with all legal requirements and safety regulations and conduct The business in a lawful manner
- d) keep books with a complete record of purchases and sales.

#### 14. Reinstatement

When We decide, or are required to reinstate or replace any property You will, at Your expense provide

- a) plans
- b) documents
- c) books
- d) information

which We require

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Sum Insured.

#### 15. Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- a) enforce a right or remedy; or
- b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

#### 16. Subjectivity

The policy, the application form, statement of fact and/or declaration made by You, and The Schedule, should be read together and form the contract of insurance between You, The Policyholder, and Us Norwich Union

- a) We will clearly state in the Schedule if the Cover provided by the policy is subject to You:
  - (i) providing Us with any additional information requested by the required date(s),
  - (ii) completing any actions agreed between You and Us by the required date(s),
  - (iii) allowing Us to complete any actions agreed between You and Us.
- b) If required by Us, You must allow us access to The Premises and/or The Business to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions,
- (iii) require You to make alterations to the Premises insured by the required date(s),
- (iv) exercise Our right to cancel Your policy,
- (v) leave the policy or Section terms and conditions, and Your premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

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

In the event that the matter cannot be resolved:

- (i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may, at Our option, exercise Our right under Policy Condition 4. Cancellation

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

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the note within The Contract of Insurance page of Your policy booklet.



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

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