AVIVA

Your Salon Policy

Please keep this document safe and refer to it if you need to make a claim.

If you need this document in an alternative format, please speak to your insurance adviser.

Introduction

Thank You for choosing Us as Your insurer.
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.

Useful telephone numbers

Please have your policy number ready

Claims Help line (24 hours) **0800 015 1498**	**The Claims help line can be used by anyone wishing to report a claim on any of Aviva's new commercial products. As soon as you know about the problem you face - we will start to put the solutions in place.**
Legal and Tax Help line (24 hours) **0345 300 1899**	**Call this help line anytime, day or night, for advice on any UK legal or tax matters. Given in confidence, the advice is free - all you pay for is the price of the call.**
Risk Services Help line (office hours) **0345 366 66 66**	**Advice on safety, fire, security and other risk related issues. Ninety per cent of queries are dealt with on the spot, and we guarantee an answer within one working day.**
Counselling Service **0117 934 0105**	**A counselling service is available for your staff to help them deal with situations such as bereavement, divorce or even bullying at work.**
Telephone Call Charges and Recording	**Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.**

Contents

This policy is made up of individual Sections. It should be read together with Your current Schedule which indicates the Sections You are insured under and gives precise details of Your insurance protection.

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The Contract of Insurance

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

- Your policy wording;
- the information provided by You and/or the application form;
- the information contained in the Statement of Fact issued by Us;
- the policy schedule;
- any notice issued by Us at renewal;
- any endorsement to Your policy; and
- the information under the heading “Important Information” which We give You when You take out or renew a policy.

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

Breach of Term

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

Terms not relevant to the actual loss

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

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

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

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date. A circumstance is material if it would affect Our judgement in determining whether to provide the cover and, if so, on what terms. if You are not sure whether a circumstance is material ask Your insurance adviser.

If You fail to tell us it could affect the extent of cover provided under the policy. You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Important Information

Choice of Law
The appropriate law as set out below will apply unless You and the insurer agree otherwise: (1) The law applying in that part of the United Kingdom, Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or (2) In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or the Isle of Man where it has its principal place of business; or (3) Should neither of the above be applicable, the law of England and Wales will apply.

Financial Services Compensation Scheme
We are members of the Financial Services Compensation Scheme (FSCS). Depending on the circumstances of Your claim You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if We cannot meet our obligations. See website www.fscs.org.uk.

Customers with Disabilities
This policy and other associated documentation are also available in large print, audio and braille. If you require any of these formats please contact Your insurance adviser.

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

Policy Definitions

A Definition is a statement of the meaning of a word, phrase or term.

The Ticks ✔ and Crosses ✘ are used throughout this document to identify those items that are covered and those that are not.

On Line

If You are viewing this document on line, the explanation for a defined word, phrase or term can be viewed by hovering Your mouse over the word, phrase or term that is underlined the first time it appears on a page. Defined words, phrases or terms will always start with a capital letter, for example 'Your Property'. A full list of Definitions can also be found at the back of the policy document. If You are viewing this document on any device other than a PC/laptop the document will be non-responsive.

Property Damage (Specified Insured Events)

Cover

We will cover You for Damage to Your Property Insured at Your Premises occurring during the Period of Insurance within The Defined Territories, caused by Specified Insured Events (1) to (11) below.
The most We will pay will be the Sum Insured on each item or any other maximum amount payable or Cover Limit specified in this Section or stated in Your Schedule.
We will not cover You for the Excess stated in Your Schedule.

Specified Insured Events

✔	✘
1. Fire	
1.1 Fire	**1.1.1** We will not cover You for Damage
1.2 Lightning	**1.1.1.1** to the Property Insured caused by explosion resulting from fire
1.3 Explosion of boilers and/or gas in a building not being part of any gas works used for domestic purposes or used for lighting or heating the building.	**1.1.1.2** to that portion of the Property Insured caused by its own self-ignition, leakage of electricity, short circuiting, or over-running
	1.1.1.3 caused by
	1.1.1.3.1 the Property Insured's own spontaneous fermentation or heating
	1.1.1.3.2 the Property Insured undergoing any process involving the application of heat.
	1.1.1.4 caused by riot and/or civil commotion.
	1.4 We will not provide cover for Damage to the Property Insured caused by earthquake or underground fire.
2. Explosion	**2.1** We will not provide cover for Damage
	2.1.1 to the Property Insured caused by or consisting of a boiler, economiser, vessel, machine or apparatus, where the internal pressure is due to steam only and belongs to You or is under Your control
	2.1.2 to any vessel, machine or apparatus, or its contents, caused by its own bursting
	2.1.2.1 **However, We will cover You for Damage not otherwise excluded if the vessel, machine or apparatus is the subject of a contract providing inspection or maintenance required by statutory regulation.**
3. Aircraft	
3.1 Aircraft and other aerial and/or spatial devices or articles dropped from them.	
4. Riot, Civil Commotion and Malicious Damage	**4.2** We will not provide cover for Damage
4.1 Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.	**4.2.1** to the Property Insured caused by or resulting from
	4.2.1.1 work stoppages
	4.2.1.2 theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation
	4.2.2 when Your Premises are Unoccupied.

5.	**Earthquake**	
6.	**Underground Fire**	
7.	**Spontaneous Combustion**	
7.1	Fire caused by the Property Insured's own spontaneous combustion including Damage to coal and wood blocks.	
8.	**Storm and Flood and Falling Trees**	
		8.1 We will not provide cover for Damage to
		8.1.1 Your Property Insured
		8.1.1.1 resulting solely from a change in the water table level
		8.1.1.2 caused by frost, subsidence, ground heave, landslip or escape of water from any tank, apparatus or pipe
		8.1.2 fences, gates and moveable property in the open except where such Damage is caused by falling trees.
9.	**Escape of Water/Oil**	
9.1	Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.	
		9.2 We will not provide cover for Damage
		9.2.1 to Your property Insured by water discharged or leaking from an automatic sprinkler installation
		9.2.2 when Your Premises are Unoccupied
		9.2.3 to any tank, apparatus, pipe or fixed oil heating installation.
10.	**Impact**	
10.1	Impact by any vehicle or animal or by goods falling therefrom.	
		10.2 We will not provide cover for Damage to any goods being carried.
11.	**Theft or Attempted Theft**	
11.1	Theft or attempted theft involving forcible and violent entry into or exit from Your Premises, or theft involving violence or threat of violence to You, Your partners, directors or Employees.	
		11.2 We will not provide cover for Damage
		11.2.1 in any part of Your Premises not occupied by You in connection with Your Business
		11.2.2 when Your Premises are Unoccupied
		11.2.3 caused by or consisting of acts of fraud or dishonesty
		11.2.4 caused by or consisting of disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error
		11.2.5 where You or Your partners, directors or Employees or any member of Your household is involved as principal or accessory
		11.2.6 caused by any person lawfully in Your Premises
		11.2.7 to property more specifically insured by You or on Your behalf

Cover Extensions

✔	
1.	**Glass**
1.1	At Your Premises, We will cover You for
1.1.1	breakage of glass, including any boarding up costs
1.1.2	Damage to contents of Your display windows, window and door frames
1.1.3	the cost of removing and reinstating obstructions to replacing glass
1.1.4	the cost of replacing alarm foil lettering, painting, embossing, silvering or other ornamental work on glass.
1.1.5	breakage of fixed wash hand basins, pedestals, baths, sinks, lavatory bowls, bidets, cisterns, shower trays and splashbacks.
	Definition
	For the purposes of this cover item, the following Definition applies:
	Damage
	Accidental loss, destruction or damage

✘	
1.2	We will not cover You for Damage to Glass
1.2.1	in light fittings and neon signs not owned by You or for which You are responsible for
1.2.2	while Your Premises are Unoccupied
1.2.3	in transit, whilst being fitted, or caused by workmen carrying out alterations or repairs to Your Premises.
1.2.4	in Stock and Materials in Trade or goods in transit

2.	**Subsidence**
	This cover is operative only where Subsidence is stated in Your Schedule as applying.
2.1	We will cover You for Damage at Your Premises caused by subsidence or ground heave of the site of the Property Insured, or landslip.
2.2	**We will only pay for Damage to forecourts, car parks, driveways, roads, pavements, swimming pools, paths, patios, terraces, walls, gates, hedges or fences if such property is insured by this Section, and there is also Damage to the insured building to which such property belongs or applies.**

2.3	We will not provide cover for
2.3.1	Damage caused by
2.3.1.1	the collapse of any building, the normal settlement, shrinking and cracking of any building, coastal or river erosion, defective design or inadequate construction of foundations
2.3.1.2	any demolition, construction, erection, ground or excavation works, carried out at the site of Your Premises or the site of any adjoining premises
2.3.1.3	settlement or movement of made up ground
2.3.1.4	the movement of solid floor slabs. **However, We will provide cover for Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of Your Premises at the same time**.
2.3.2	the Subsidence Excess stated in Your Schedule.

3.	**Frozen Foods**
	This cover is operative only where Frozen Foods is stated in Your Schedule as applying.
3.1	We will pay for Damage, by deterioration or contamination, to food belonging to You or for which You are responsible, while contained in any refrigeration unit as a result of
3.1.1	a change in the temperature caused by
3.1.1.1	the breaking, distortion or burning out of any unit, unit wiring or supply cable to the unit including the plug and fuse, caused by mechanical or electrical defects in the unit while it is being used under normal conditions
3.1.1.2	failure of temperature controls to operate correctly
3.1.1.3	accidental failure of the public electricity supply. **This only applies if this is not deliberately caused by the supply authority**.
3.1.2	accidental leakage or refrigerant or refrigerant fumes from the unit.
3.1.3	The most We will pay is the Frozen Foods Sum insured stated in Your Schedule.

3.2	We will not make any payment for
3.2.1	Damage caused by failure to correctly set temperature controls, wear and tear, deterioration or gradually developing flaws or defects in the unit
3.2.2	any unit which is more than 10 years old
3.2.3	10% of each and every loss (minimum £25) where Damage involves refrigeration units over 5 years old at the time of the Damage.

YOUR OBLIGATIONS UNDER COVER 4.
You must ensure that You only employ reliable and competent drivers and take all reasonable measures to prevent Damage, secure loads properly, maintain any Vehicle in accordance with current law and ensure any Vehicle is suitable for the purpose for which it is to be used.
You must also allow Us to examine any Vehicle or premises from which You operate.

4. Stock in Transit

4.1 We will cover You for Damage to

4.1.1 Stock and Materials in Trade whilst in transit by

4.1.1.1 any Vehicle used in connection with Your Business including loading and unloading and whilst temporarily stored during transit

4.1.1.2 rail, post or road carrier until delivered at their destination premises, or in the course of returning to Your Premises.

4.1.2 Your own sheets, ropes, chains, toggles or packing materials while carried on any Vehicle.

4.1.3 You or Your driver's Personal Belongings in, or from, any Vehicle.

4.1.4 Tools in or from any Vehicle, including whilst temporarily stored during transit

4.2 We will cover You for costs and expenses incurred by You with Our consent, in connection with Your Business within The Defined Territories, for

4.2.1 removal of debris, site clearance and transhipment and recovery charges

4.2.1.1 following collusion, overturning or impact of any Vehicle with any object; or

4.2.1.2 incurred by You to reduce or prevent claims.

4.3 The most We will pay is stated in Your Schedule.

Definition

For the purposes of this cover item, the following Definitions apply:

Damage

Accidental loss, destruction or damage

Occurrence

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

Vehicle

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

Personal Belongings

Personal possessions excluding cash, bank notes, credit cards, watches and jewellery.

Tools

Tools, tool kit or test equipment which You own or are hired by You or used by You in connection with Your Business and for which You are responsible.

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

4.4 We will not cover You for

4.4.1 Damage caused by or happening through

4.4.1.1 defective or inadequate packing, insulation or labelling

4.4.1.2 evaporation or ordinary leakage

4.4.1.3 vermin, wear, tear, gradual deterioration or contamination

4.4.1.4 an existing hidden defect in your Stock and Materials in Trade

4.4.1.5 delay

4.4.1.6 inadequate documentation

4.4.1.7 indirect or consequential loss

4.4.1.8 the Stock and Materials in Trade's own mechanical, electric, electronic or electromagnetic derangement. **However We will pay for such Damage if it is caused accidentally.**

4.4.2 shortage in weight

4.4.3 Damage to Your Stock and Materials in Trade caused by deterioration or variation in temperature. **However, We will pay for such Damage if it is caused as a result of Your Vehicle being directly involved in a road traffic accident**

4.4.4 Damage arising from

4.4.4.1 confiscation, requisition or destruction by order of government or any public authority

4.4.4.2 riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbance

4.5 Damage occurring outside The Defined Territories and/or not connected with Your Business

4.6 Stock and Material in Trade in transit for hire and reward

4.7 the Stock in Transit Excess stated in Your Schedule.

YOUR OBLIGATIONS UNDER COVER 5.
Safe keys must be:
- **kept in a secure place away from the safe when Your Premises are occupied by You or any director, partner or Employee of Yours**
- **removed from Your Premises overnight if not occupied by You or any director, partner or Employee of Yours.**

5.	**Changing Locks**
5.1	We will pay for the cost of changing locks at Your Premises if keys, including but not limited to digital access cards, safe keys, or safe combination codes, are lost.
5.1.1	following theft or attempted theft from Your Premises or Your home or the home of any of Your directors, partners or authorised Employees
5.1.2	whilst in Your custody or that of any director, partner or Employee of Yours following theft involving violence or threat of violence to You, any director, partner or Employee of Yours.
5.2	The most We will pay is stated in Your Schedule.

6.	**Property Temporarily Away from Your Premises**
6.1	We will cover Damage to Your
6.1.1	Property Insured (other than Stock and Materials in Trade) whilst temporarily removed from Your Premises and in transit anywhere in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the European Union.
6.1.2	Stock and Materials in Trade whilst temporarily removed from Your Premises at exhibitions lasting no longer than 7 days, anywhere in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the European Union.
6.2	The most We will pay is stated in Your Schedule.

6.3	We will not cover You for Damage to property in any soft topped, open topped or open sided vehicle caused by theft or attempted theft, malicious persons or storm.

7.	**Metered Services**
7.1	We will pay for charges You are responsible for following Damage if water, electricity, gas, oil or other utility is accidentally discharged from a metered system servicing Your Premises.
7.2	The most We will pay is stated in Your Schedule.

7.3	We will not cover You for charges incurred whilst Your Premises are Unoccupied.

8.	**Underground Services**
8.1	Where this insurance policy covers Your Building(s), or where You are responsible for repairs to Your Building(s), We will pay for accidental Damage to underground cables and pipes which run from Your Building(s) to the public mains.

8.2	We will not make any payment for
8.2.1	the cost of maintenance
8.2.2	damage caused by atmospheric or climatic conditions, normal settlement or shrinkage.

YOUR OBLIGATIONS UNDER COVER 9.
You must:

- **keep a complete record of Money in a secure place other than in a safe or strongroom containing Money**
- **outside normal working hours, keep all safes or strongrooms locked and remove the keys from Your Premises, unless Your Premises are occupied by You or any of Your authorised Employees, in which case the keys must be kept in a secure place away from any safe or strongroom**
- **ensure that whenever Your Premises are closed for business or left unattended all security devices to protect Your Premises are properly fitted and put into full operation.**

9.	**Money**
9.1	We will cover You for loss of Money (other than coin, bank and currency notes) during the Period of Insurance.
9.2	We will cover You for loss of coin, bank and currency notes during the Period of Insurance whilst
9.2.1	in transit or in bank night safes until removed by a bank official
9.2.2	on contract sites while You or any Employee is working there
9.2.3	on Your Premises during Business Hours
9.2.4	on Your Premises held in a locked safe outside Business Hours
9.2.5	at Your home or the home of any Employee or principal
9.2.6	on Your Premises not held in a locked safe outside Business Hours
9.2.7	held in vending or gaming machines on Your Premises.
9.3	We will also pay for loss or Damage to
9.3.1	any case, bag or waistcoat used for carrying Money following theft or attempted theft
9.3.2	Your or Your directors' partners or Employees' clothing and personal belongings following theft or attempted theft of Money involving violence or threat of violence which arises in connection with Your Business.
9.4	The most We will pay is stated in Your Schedule.

9.5	We will not cover You for
9.5.1	loss or shortages due to clerical or accounting errors and omissions
9.5.2	loss due to the fraud or dishonesty of any director, partner or Employee of Yours which is
9.5.2.1	not discovered within seven working days of the loss
9.5.2.2	more specifically insured elsewhere
9.5.3	loss from any Unattended Vehicle
9.5.4	loss or damage outside The Defined Territories and the Republic of Ireland.

10. Assault

10.1 We will pay You or Your personal representatives Compensation if You or any Insured Person suffers Bodily Injury caused by theft or attempted theft involving violence or threat of violence which occurs in the course of Your Business during the Period of Insurance and which solely, directly and independently of any other cause results in any of the following Incidents:

No.	Incident leading to:	Incident occurred	Maximum Payable
1	Death	Within 24 months	£10,000
2	Loss of Hearing	Within 24 months	£10,000
3	Loss of Sight	Within 24 months	£10,000
4	Loss of Speech	Within 24 months	£10,000
5	Loss of Limb	Within 24 months	£10,000
6	Permanent Total Disablement	After 24 months	£10,000
7	Temporary Total Disablement	Within 24 months	£100/week up to a maximum of 2 years
8	Temporary Partial Disablement	Within 24 months	£50/week up to a maximum of 2 years

We will also pay up to 15% of this amount for medical and/or dental expenses, to a maximum of £500 per Insured Person.

Compensation for Incidents 7 and 8 will be paid once every 4 weeks and will end for the Insured Person if We then pay Compensation for the same injury under any of Incidents 1 to 6.

We may require, at Our expense, an Insured Person to undergo a medical examination, or in the event of Death, a post mortem examination to be carried out. However at Your own expense, You or Your legal representative must provide Us with any certificate, information or evidence in the format We require.

11. Damage to Grounds

11.1 We will pay for costs and expenses incurred in reinstating or repairing landscaped gardens and grounds following Damage due to the actions of the emergency services.

11.2 The most We will pay is stated in Your Schedule.

YOUR OBLIGATIONS UNDER COVER 12
You must provide Us with details of these additions as soon as possible, but at least within 6 months and before the expiry of the Period of Insurance.
You must also pay the appropriate premium to insure the additions with Us from the date Our exposure commenced.

12. Capital Additions

12.1 We will pay for Damage, occurring during the Period of Insurance, within The Defined Territories, to

12.1.1 buildings and/or fixtures and fittings newly built and/or acquired

12.1.2 alterations, additions and improvements to an insured building, but not for any appreciation in value.

12.2 The most We will pay for any one location is stated in Your Schedule.

13.	**Detecting Leaks**
13.1	We will pay reasonable costs and expenses required to locate the actual source of Damage caused by the escape of water from any tank, apparatus or pipe, or leakage of fuel from any fixed oil heating installation.
13.1.1	We will also pay for the cost of any repairs arising directly as a result of locating the source of the Damage.
13.2	The most We will pay is stated in Your Schedule.

13.3	We will not make any payment for any Damage which is not insured by this Section.

14.	**Workmen**
14.1	Repairs and minor structural alterations may be carried out at Your Premises without affecting the Cover.

15	**Theft Damage to Buildings**
15.1	We will pay for Damage to Buildings at Your Premises, for which You are responsible, caused by theft or attempted theft caused by forcible and violent entry or exit.
15.2	The most We will pay is stated in Your Schedule.

15.3	We will not pay for Damage
15.3.1	caused to any property other than Buildings
15.3.2	caused by any person lawfully on Your Premises
15.3.3	while Your Premises are Unoccupied
15.3.4	more specifically insured by You or on Your behalf.

16.	**Mortgage and Other Interests**
16.1	Subject to your agreement, We will note the interest of all parties who wish to register an interest in the cover by this Section

17.	**Pollution or contamination**
17.1	We will pay for Damage to the Property Insured caused by
17.1.1	pollution or contamination which results from any of Specified Insured Events (1) to (11)
17.1.2	any of Specified Insured Events (1) to (11) which result from pollution or contamination.

YOUR OBLIGATIONS UNDER COVER 18.
You must ensure that

- **all doors, windows and other points of access have been locked where locks have been fitted and**
- **all manufacturer's security devices have been put into effect and**
- **the keys have been removed from the Unattended Vehicle and**
- **the unattached trailers have anti-hitching devices fitted and they are put into effect**
- **from the end of any normal working day or on any non-working day until collected by You or Your driver, the Unattended Vehicle is garaged in a securely locked building of substantial construction or garaged within a locked compound surrounded by secure walls and/or fences and securely locked gates.**

18.	**Theft from Unattended Vehicles**
18.1	We will provide cover to You for theft or attempted theft of or from any Unattended Vehicle.

19. All Other Contents

19.1 We will cover You for Damage to

19.1.1 pedal cycles, tools and other personal items belonging to You or any of Your directors, partners, members, Employees, customers or visitors.

19.1.2 visitors' personal belongings

19.1.3 paintings, curios or other works of art

19.1.4 wines, spirits, cigarettes and tobacco held at Your Premises for Your own private and business entertainment purposes

19.1.5 trade samples, brochures, promotional merchandise and goods in trust held at Your Premises

19.1.6 Documents, manuscripts, business books, Data Storage Materials, patterns, models, plans and designs which require to be replaced and are capable of being replaced, belonging to You or held by You in trust for which You are responsible while

19.1.6.1 at Your Premises

19.1.6.2 temporarily removed to any premises not occupied by You

19.1.6.3 in transit by road, rail or inland waterway.

19.2 Cover under 19.1.6 is limited to The Defined Territories and the Republic of Ireland and only for

19.2.1 the value of the physical materials

19.2.2 the costs of labour incurred in replacing them and the Data thereon

19.2.3 the costs necessarily and reasonably in collating such Data from existing source material.

19.3 The most We will pay is the All Other Contents Sum Insured stated in Your Schedule.

19.1.1.1 Cover applies only if they are not otherwise insured.

19.2.4 We will not pay for the value to You of any information lost.

20. Seasonal Increase

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

YOUR OBLIGATIONS UNDER COVER 21.
You must make Us aware of any changes to the declared sums insured at the start of each Period of Insurance. If You fail to notify Us of any change to the declared sums insured, We will index link the last declared sums insured notified to Us for the following Period of Insurance.

21. Core Property Protection

The following applies to the Stock, Contents and Tenants Improvements where You have declared a sum insured.

21.1 The most We will pay is stated in Your Schedule.

21.2 Where these items are selected the first and annual premiums are based on the declared sums stated in Your Schedule.

22. Homeworking

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

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

If You Have a Claim

✔	✘
1. Description of Property **1.1** In determining the item under which property is insured We will accept the description given in Your business records	
2. Interested Parties **2.1** In the event of Damage as insured by this Section, interested parties as stated in Your Schedule must declare the nature and extent of their interest.	
3. Automatic Reinstatement of Sum Insured **3.1** The Sums Insured stated in Your Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary. **3.2** You must pay any additional premium required to reinstate the Sums Insured	
4. Professional Fees **4.1** We will pay for professional fees necessarily incurred with Our consent as part of the work to reinstate or repair Your Property Insured, following Damage to any Building item insured under this Section.	**4.2** We will not make any payment for fees which are more specifically insured elsewhere, for the costs of preparing a claim or costs incurred without Our consent.
5. Debris Removal **5.1** We will pay costs necessarily and reasonably incurred with Our consent for the removal of debris from the site of the Damage and the area immediately adjacent to it. We will also pay for the dismantling, demolishing, shoring up or propping up of the parts of the Property Insured which have suffered Damage.	**5.2** This cover does not apply to Stock and Materials in Trade. **5.3** We will not make any payment for costs and expenses arising from pollution or contamination of property which is not insured under this Section, or for costs and expenses more specifically insured elsewhere.
6. Buildings Awaiting Sale **6.1** If Damage occurs to any Building(s) insured under this Section whilst You are in the process of selling Your interest in it, We will cover the buyer by this policy from the time contracts are exchanged to the time of completion. **6.2** This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.	**6.3** We will not cover You where the buyer has more specific insurance in place.

YOUR OBLIGATIONS UNDER COVER ITEM 7.4
You must ensure that the work of reinstatement of Your Property Insured is carried out as quickly as possible. Reinstatement may be carried out on another site and in a manner suitable to Your needs, provided that Your Premises are not Unoccupied, and it does not increase Our costs.

7. Basis of Claim Settlement – Reinstatement

The following applies to Property Insured other than Stock and Materials in Trade, Professional Fees, Debris Removal, pedal cycles and personal effects, Computer and Electronic Equipment.

7.1 In the event that Your Property Insured is

7.1.1 lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new

7.1.2 damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

7.2 We will pay any costs necessary to comply with any European Union Legislation, Act of parliament or Bye Laws of any public authority. This includes costs incurred for foundations which have not themselves suffered Damage.

7.3 If at the time of Damage,

7.3.1 Your buildings sum insured is not adequate, the most We will pay is the sum insured stated in Your Schedule

7.3.2 Your contents, stock and tenants improvements sums insured are not adequate, We will pay up to a sum insured of £25,000 or 120% of the declared sums insured stated in Your Schedule, whichever is the higher.

The following applies to Computer and Electronic Equipment where insured by this Section.

7.4 In the event that Computer and Electronic Equipment is

7.4.1 lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Equipment with the nearest higher performance and/or capacity.

7.4.2 damaged, We will pay for the repair of the Computer and Electronic Equipment, to its condition when new, provided an economic repair is possible.

Definition

For the purposes of this Basis of Settlement item, Computer and Electronic Equipment means:

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

Computer and Electronic Equipment does not mean:

- Computer and Electronic Equipment held as stock or customers' Computer and Electronic Equipment held in trust
- Computer and Electronic Equipment controlling or monitoring any manufacturing process.

The following applies to Debris Removal and Professional Fees.

Please refer to items 4 and 5 of the If You Have a Claim Section for information on how these cover items will be settled in the event of a claim.

7.1.2.1 However, We will not pay more than We would have done if the property had been completely destroyed

7.2.1 We will not make any payment for any charge or assessment arising from capital appreciation following compliance with this legislation, or for costs incurred

7.2.1.1 where notice of any requirements was served on You before the Damage occurred

7.2.1.2 where an existing requirement must be completed within a stipulated period.

7.4.2.1 However, We will not pay more than We would have done if Computer and Electronic Equipment had been completely destroyed.

7.5 We will not provide cover if You

7.5.1 do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Equipment

7.5.2 or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement

7.5.3 do not comply with any of the terms of this cover.

7.5.4 However, the Basis of Claims Settlement - Indemnity, will apply.

8. Basis of Claims Settlement - Indemnity

The following applies to Stock and Materials in Trade, pedal cycles and personal effects

8.1 In the event that Your Property Insured is lost, destroyed or Damaged, We will pay

8.1.1 for its' replacement or repair to a condition as good as, but not better than, its' condition immediately prior to Damage; or

8.1.2 at Our option, the reduced value of the Property Insured.

8.2 We will not provide cover if You

8.2.1 do not incur the cost of replacing or repairing the Property Insured

8.2.2 do not comply with the terms of this cover.

Property Damage (Specified Insured Events) Exceptions

Outlined below is what We will not make payment for under the Property Damage Section.
We will not provide cover for:

✗	✓
1. Damage caused by pollution or contamination.	**1.1** However, We will pay for Damage to the Property Insured, which is not otherwise excluded, caused by **1.1.1** pollution or contamination which results from any of Specified Insured Event(s) (1) to (11) of this Section **1.1.2** any of Specified Insured Event(s) (1) to (11) of this Section which results in pollution or contamination.
2. Damage to Your Property Insured resulting from its undergoing any process of production, packaging, treatment, testing, commission, servicing or repair.	**2.1** However, We will pay for such Damage if it is caused by fire or explosion.
3. Motor vehicles or their contents which are more specifically insured.	**3.1** However, We will cover You for any sum beyond the amount payable under the more specific policy.
4. Damage **4.1** insured by any marine policy **4.2** which would be insured under any marine policy if this policy did not exist	**4.3** However, We will cover You for Damage not otherwise excluded. The most We will pay is the sum beyond the amount which would have been payable under the marine policy, had the insurance not existed
5. Damage to Property more specifically insured by You or on Your behalf.	
6. War **6.1** Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event **6.1.1** war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, mutiny or military uprising, martial law **6.1.2** nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and **6.1.3** any action taken in controlling, preventing, suppressing or in any way relating to 6.1.1 and/or 6.1.2 above.	**6.2** However, Exceptions 6.1.2 and 6.1.3 will not apply in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war or parts thereof, at or within one mile of the boundary of Your Premises, provided that the presence of such munitions does not result from a state of war current at the time of the Damage.

7.	**Radioactivity**
7.1	Loss or destruction of or damage to any property, any loss or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from
7.1.1	ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
7.1.2	the radioactive, toxic, explosive or other hazardous or contaminating properties of any Nuclear Installation, reactor or other nuclear assembly or nuclear component thereof
7.1.3	the use of any weapon or device
7.1.3.1	dispersing radioactive material and/or ionising radiation, or
7.1.3.2	using atomic or nuclear fission and/or fusion or other like reaction
7.1.4	the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at Your Premises (other than nuclear fuel or nuclear waste) used in the course of Your Business for the purposes for which they were intended

8.	**Terrorism**
8.1	Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other sequence to the loss
8.1.1	Terrorism
8.1.2	civil commotion in Northern Ireland
8.1.3	any action taken in controlling, preventing, suppressing or in any way relating to 8.1.1 and 8.1.2 above.
8.2	For the purposes of this Exception Terrorism means
8.2.1	in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands), acts of persons acting on behalf of or in conjunction with any organisation which carries out activities directed towards overthrowing or influencing by force or violence of HM Government in the United Kingdom or any other government de jure or de facto, 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.
8.2.2	in respect of Damage occurring in any territory not specified in 8.2.1 above, any act or actions caused by 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 including but not limited to
8.2.2.1	the use of threat of force and/or violence and/or
8.2.2.2	harm or damage to life or to property (or the threat of such harm or damage), including but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means
8.3	in any action, suit or other proceedings where We allege that any Damage results from Terrorism and is not covered by this Section, the burden of proving that such Damage is covered under this Section will be upon You.

9. Data Recognition

9.1 Any claim which arises directly or indirectly from or consists of the failure or inability of any

9.1.1 electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device, 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

9.1.2 media or systems used in connection with anything referred to in 9.1.1 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.

9.2 Items 9.1.1 and 9.1.2 above includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or to correctly manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

9.2.1 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

9.2.2 the operation of any command or logic which has been programmed or incorporated into anything referred to in 9.1.1 and/or 9.1.2 above.

Definition

The following definition applies to this exception

Specified Event

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

9.3 However, We will not exclude any claim for subsequent loss or destruction of or Damage to any property or consequential loss which itself results from a Specified Event but only to the extent that such claim would otherwise be insured.

10. Loss of Data

10.1 any Damage to Computer and Electronic Equipment or failure resulting directly or indirectly from, or in connection with

10.1.1 Virus or Similar Mechanism

10.1.2 Denial of Service Attack

10.1.3 unauthorised access to or use of Computer or Electronic Equipment

10.2 However We will pay for subsequent Damage if it is caused by Specified Insured Event (1) to (8) or (10) and is not otherwise excluded.

11. Damage to livestock, growing crops or trees, or property in the course of construction including materials for use in the construction, unless specifically stated in Your Schedule and Damage is not otherwise excluded.

Property Damage - Insured Events plus Accidental Damage

Cover

We will cover You for Damage, excluding consequential loss, to Your Property Insured at Your Premises occurring during the Period of Insurance, within The Defined Territories.
The most We will pay will be the Sum Insured on each item, the Total Sum Insured or any other maximum amount payable or Cover Limit specified in this Section or stated in Your Schedule.
We will not cover You for the Excess stated in Your Schedule.

1.	**Subsidence**
	This cover is operative only where Subsidence is stated in Your Schedule as applying.
1.1	We will cover You for Damage at Your Premises caused by subsidence or ground heave of the site of the Property Insured or landslip
1.2	We will only pay for Damage to forecourts, car parks, driveways, roads, pavements, swimming pools, paths, terraces, patios, walls, gates, hedges or fences if such property is insured by this Section, and there is also Damage to the insured building to which such property belongs or applies

1.3	We will not cover You for
1.3.1	Damage caused by
1.3.1.1	collapse of any building, the normal settlement, shrinking and cracking of any building, coastal or river erosion, defective design or inadequate construction of foundations,
1.3.1.2	any demolition, construction, erection, ground or excavation works carried out at the site of Your Premises or the site of any adjoining premises.
1.3.1.3	settlement or movement of made up ground.
1.3.1.4	the movement of solid floor slabs. **However We will pay for such Damage if there is also Damage to the foundations beneath the exterior walls of Your Premises at the same time.**
1.3.2	the Subsidence Excess stated in Your Schedule.

2.	**Glass**
2.1	At Your Premises, We will cover You for
2.1.1	breakage of glass including any boarding up costs
2.1.2	Damage to contents of Your display windows, window and door frames
2.1.3	the cost of removing and reinstating obstructions to replacing glass
2.1.4	the cost of replacing alarm foil lettering, painting, embossing, silvering or other ornamental work on glass.
2.1.5	breakage of fixed wash hand basins, pedestals, baths, sinks, lavatory bowls, bidets, cisterns, shower trays and splashbacks.

2.2	We will not cover You for Damage to Glass
2.2.1	in light fittings and neon signs not owned by You or for which You are responsible for.
2.2.2	while Your Premises are Unoccupied
2.2.3	in transit, whilst being fitted, or caused by workmen carrying out alterations or repairs to Your Premises.
2.2.4	in Stock and Materials in Trade or goods in trust

YOUR OBLIGATIONS UNDER COVER 3.
Safe keys must be:
- **kept in a secure place away from the safe when Your Premises is occupied by You or any director, partner or Employee of Yours**
- **removed from Your Premises overnight if not occupied by You or any director, partner or Employee of Yours.**

3.	**Changing Locks**
3.1	We will pay for the cost of changing locks at Your Premises if keys, including but not limited to digital access cards, safe keys, or safe combination access codes, are lost
3.1.1	following theft or attempted theft from Your Premises or Your home or the home of any of Your directors, partners or authorised Employees
3.1.2	whilst in Your custody or that of any director, partner or Employee of Yours following theft involving violence or threat of violence to You or any director, partner or Employee of Yours.
3.2	The most We will pay is the All Other Contents sum insured stated in Your Schedule.

4.	**Property Temporarily Away from Your Premises**
4.1	We will cover Damage to Your
4.1.1	Property Insured (other than Stock and Materials in Trade) whilst temporarily removed from Your Premises and in transit anywhere in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the European Union.
4.1.2	Stock and Materials in Trade whilst temporarily removed from Your Premises at exhibitions lasting no longer than 7 days anywhere in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the European Union.
4.2	The most We will pay is stated in Your Schedule.

4.3	We will not cover You for Damage to property in any soft topped, open topped or open sided vehicle caused by theft or attempted theft, malicious persons or storm.

5.	**Metered Services**
5.1	We will pay for charges You are responsible for following Damage if water, electricity, gas, oil or other utility is accidentally discharged from a metered system servicing Your Premises.
5.2	The most We will pay is stated in Your Schedule.

5.3	We will not cover You for charges incurred whilst Your Premises are Unoccupied.

6.	**Underground Services**
6.1	Where this insurance policy covers Your Building(s), or where You are responsible for repairs to Your Building(s), We will pay for accidental Damage to underground cables and pipes which run from the Building(s) to the public mains.

6.2	We will not make any payment for
6.2.1	the cost of maintenance
6.2.2	damage caused by atmospheric or climatic conditions, normal settlement or shrinkage

YOUR OBLIGATIONS UNDER COVER 7.
You must provide Us with details of these additions as soon as possible, but at least within 6 months and before the expiry of the Period of Insurance.
You must also pay the appropriate premium to insure the additions with Us from the date Our exposure commenced.

7.	**Capital Additions**
7.1	We will pay for Damage, occurring during the Period of Insurance, within The Defined Territories, to
7.1.1	buildings and/or trade fixtures and fittings newly built and/or acquired
7.1.2	alterations, additions and improvements to an insured building, but not for any appreciation in value.
7.2	The most We will pay for any one location is stated in Your Schedule.

8.	**Damage to Grounds**
8.1	We will pay for costs and expenses incurred in reinstating or repairing landscaped gardens and grounds following Damage due to the actions of the emergency services.
8.2	The most We will pay is stated in Your Schedule.

YOUR OBLIGATIONS UNDER COVER 9.
You must

- **keep a complete record of Money in a secure place other than in a safe or strongroom containing Money**
- **outside normal working hours, keep all safes or strongrooms locked and remove the keys from Your Premises, unless Your Premises are occupied by You or any of Your authorised Employees, in which case the keys must be kept in a secure place away from any safe or strongroom**
- **ensure that whenever Your Premises are closed for business or left unattended all security devices to protect Your Premises are properly fitted and put into full operation.**

9.	**Money**
9.1	We will cover You for loss of Money (other than coin, bank and currency notes) during the Period of Insurance.
9.2	We will cover You for loss of coin, bank and currency notes during the Period of Insurance whilst
9.2.1	in transit or in bank night safes until removed by a bank official
9.2.2	on contract sites while You or any Employee is working there
9.2.3	on Your Premises during Business Hours
9.2.4	on Your Premises held in a locked safe outside Business Hours
9.2.5	at Your home or the home of any Employee or principal
9.2.6	on Your Premises not held in a locked safe outside Business Hours
9.2.7	held in vending or gaming machines on Your Premises.
9.3	We will also pay for loss or Damage to
9.3.1	any case, bag or waistcoat used for carrying Money following theft or attempted theft
9.3.2	Your or Your directors' partners or Employees' clothing and personal belongings following theft or attempted theft of Money involving violence or threat of violence which arises in connection with Your Business.
9.4	The most We will pay is stated in Your Schedule.

9.5	We will not cover You for
9.5.1	loss or shortages due to clerical or accounting errors and omissions
9.5.2	loss due to the fraud or dishonesty of any director, partner or Employee of Yours which is
9.5.2.1	not discovered within seven working days of the loss
9.5.2.2	more specifically insured elsewhere
9.5.3	loss from any Unattended Vehicle
9.5.4	loss or damage outside The Defined Territories and the Republic of Ireland.

10. Assault

10.1 We will pay You or Your personal representatives Compensation If You or any Insured Person suffers Bodily Injury caused by theft or attempted theft involving violence or threat of violence which occurs in the course of Your Business during the Period of Insurance and which solely, directly and independently of any other cause results in any of the following Incidents:

No.	Incident leading to:	Incident occurred	Maximum Payable
1	Death	Within 24 months	£10,000
2	Loss of Hearing	Within 24 months	£10,000
3	Loss of Sight	Within 24 months	£10,000
4	Loss of Speech	Within 24 months	£10,000
5	Loss of Limb	Within 24 months	£10,000
6	Permanent Total Disablement	After 24 months	£10,000
7	Temporary Total Disablement	Within 24 months	£100/week up to a maximum of 2 years
8	Temporary Partial Disablement	Within 24 months	£50/week up to a maximum of 2 years

When we pay Compensation under incidents 7 or 8 above, We will also pay up to 15% of this amount for medical and/or dental expenses, to a maximum of £500 per Insured Person.

Compensation for Incidents 7 and 8 will be paid once every 4 weeks and will end for the Insured Person if We then pay Compensation for the same injury under any of Incidents 1 to 6.

We may require, at Our expense, an Insured Person to undergo a medical examination, or in the event of Death, a post mortem examination to be carried out. However at Your own expense, You or Your legal representative must provide Us with any certificate, information or evidence in the format We require.

11. Detecting Leaks

11.1 We will pay reasonable costs and expenses required to locate the actual source of Damage caused by the escape of water from any tank, apparatus or pipe, or leakage of fuel from any fixed oil heating installation.

11.1.1 We will also pay for the cost of any repairs arising directly as a result of locating the source of the Damage.

11.2 The most We will pay is stated in Your Schedule.

11.3 We will not make any payment for any Damage which is not insured by this Section.

12. Frozen Food

This cover is operative only where Frozen Foods is stated in Your Schedule as applying.

12.1 We will pay for Damage, by deterioration or contamination, to food belonging to You or for which You are responsible, while contained in any refrigeration unit as a result of

12.1.1 a change in the temperature caused by

12.1.1.1 the breaking, distortion or burning out of any unit, unit wiring or supply cable to the unit including the plug and fuse, caused by mechanical or electrical defects in the unit while it is being used under normal conditions

12.1.1.2 failure of temperature controls to operate correctly

12.1.1.3 accidental failure of the public electricity supply. **This only applies if this is not deliberately caused by the supply authority.**

12.1.2 accidental leakage or refrigerant or refrigerant fumes from the unit.

12.1.3 The most We will pay is the Frozen Food Sum Insured stated in Your Schedule.

12.2 We will not make any payment for

12.2.1 Damage caused by failure to correctly set temperature controls, wear and tear, deterioration or gradually developing flaws or defects in the unit

12.2.2 any unit which is more than 10 years old

12.2.3 10% of each and every loss (minimum £25) where Damage involves refrigeration units over 5 years old at the time of the Damage.

13. Workmen

13.1 Repairs and minor structural alterations may be carried out at Your Premises without affecting the Cover

YOUR OBLIGATIONS UNDER COVER 14.
You must ensure that
- **You only employ reliable and competent drivers and take all reasonable measures to prevent Damage and secure loads properly**
- **any Vehicle is maintained in accordance with current law and is suitable for the purpose for which it is to be used.**
- **when storing tools or Property Insured temporarily on or off Own Vehicles in Your Buildings, that all points of access to Your Buildings are securely closed and locked, where locks have been fitted, when they are left unattended or You are closed for business.**

You must also allow Us to examine any Vehicle or premises from which You operate.

14. Stock in Transit

14.1 We will cover You for Damage to

14.1.1 Stock and Materials in Trade whilst in transit by

14.1.1.1 any Vehicle used in connection with Your Business including loading and unloading and whilst temporarily stored during transit

14.1.1.2 rail, post or road carrier until delivered at their destination premises, or in the course of returning to Your Premises.

14.1.2 Your own sheets, ropes, chains, toggles or packing materials while carried on any Vehicle.

14.1.3 You or Your driver's personal belongings in, or from, any Vehicle.

14.1.4 Tools in or from any Vehicle, including whilst temporarily stored during transit

14.2 We will cover You for costs and expenses incurred by You with Our consent, in connection with Your Business within The Defined Territories, for

14.2.1 removal of debris, site clearance and transhipment and recovery charges

14.2.1.1 following collusion, overturning or impact of any Vehicle with any object; or

14.2.1.2 incurred by You to reduce or prevent claims.

14.3 The most We will pay is stated in Your Schedule.

Definition

For the purposes of this cover item, the following Definitions apply:

Damage

Accidental loss, destruction or damage

Occurrence

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

Vehicle

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

Personal Effects

Personal possessions excluding cash, bank notes, credit cards, watches and jewellery.

Tools

Tools, tool kit or test equipment which you own or are hired by You or used by You in connection with Your Business and for which You are responsible.

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

14.4 We will not cover You for

14.4.1 Damage caused by or happening through

14.4.1.1 defective or inadequate packing, insulation or labelling

14.4.1.2 evaporation or ordinary leakage

14.4.1.3 vermin, wear, tear, gradual deterioration or contamination

14.4.1.4 an existing or hidden defect in your Stock in Trade

14.4.1.5 delay

14.4.1.6 inadequate documentation

14.4.1.7 indirect or consequential loss

14.4.1.8 the Stock and Materials in Trade's own mechanical, electric, electronic or elecrto-magnetic derangement. **However We will pay for such Damage if it is caused accidentally.**

14.4.2 shortage in weight

14.4.3 Damage to Your Stock and Materials in Trade caused by deterioration or variation in temperature. **However, We will pay for such Damage if it is caused as a result of Your Vehicle being directly involved in a road traffic accident**

14.4.4 Damage arising from

14.4.4.1 confiscation, requisition or destruction by order of government or any public authority

14.4.4.2 riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbance

14.5 Damage occurring outside The Defined Territories and/or not connected with Your Business

14.6 Stock and Materials in Trade in transit for hire and reward

14.7 the Stock in Transit Excess stated in Your Schedule.

15. Mortgage and Other Interests

15.1 Subject to Your agreement, We will note the interest of all parties who wish to register an interest in the Cover by this Section

16. Pollution or contamination

16.1 We will pay for Damage to the Property Insured caused by

16.1.1 pollution or contamination which results from Insured Event(s) (1) to (13)

16.1.2 an Insured Event (1) to (13) which results from pollution or contamination

17. Theft Damage to Buildings

17.1 We will pay for Damage to Buildings at Your Premises, for which You are responsible, caused by theft or attempted theft involving forcible and violent entry or exit

17.2 The most We will pay is stated in Your Schedule.

17.3 We will not pay for Damage

17.3.1 caused to any property other than Buildings

17.3.2 caused by any person lawfully on Your Premises

17.3.3 while Your Premises are Unoccupied

17.3.4 more specifically insured by You or on Your behalf.

YOUR OBLIGATIONS UNDER COVER 18.

You must ensure that

- **all doors, windows and other points of access have been locked where locks have been fitted and**
- **all manufacturer's security devices have been put into effect and**
- **the keys have been removed from the Unattended Vehicle and**
- **the unattached trailers have anti-hitching devices fitted and they are put into effect and**
- **from the end of any normal working day or on any non-working day until collected by You or Your driver, the Unattended Vehicle is garaged in a securely locked building of substantial construction or garaged within a locked compound surrounded by secure walls and/or fences and securely locked gates**

18. Theft from Unattended Vehicle(s)

18.1 We will provide cover to You for theft or attempted theft of or from any Unattended Vehicle.

19. All Other Contents

19.1 We will cover You for Damage to

19.1.1 pedal cycles, tools and other personal items belonging to You or any of Your directors, members, Employees, customers or visitors.

19.1.2 visitors' personal belongings

19.1.3 paintings, curios or other works of art

19.1.4 wines, spirits, cigarettes and tobacco held at Your Premises for Your own private and business entertainment purposes

19.1.5 trade samples, brochures, promotional merchandise and goods in trust held at Your Premises

19.1.6 Documents, manuscripts, business books, Data Storage Materials, patterns, models, plans and designs which require to be replaced and are capable of being replaced, belonging to You or held by You in trust for which You are responsible while

19.1.6.1 at Your Premises

19.1.6.2 temporarily removed to any premises not occupied by You

19.1.6.3 in transit by road, rail or inland waterway.

19.2 Cover under 19.1.6 is limited to The Defined Territories and the Republic of Ireland and only for

19.2.1 the value of the physical materials

19.2.2 the costs of labour incurred in replacing them and the Data thereon

19.2.3 the costs necessarily and reasonably in collating such Data from existing source material.

19.3 The most We will pay is the All Other Contents Sum Insured stated in Your Schedule.

19.1.1.1 Cover applies only if they are not otherwise insured.

19.2.4 We will not pay for the value to You of any information lost.

20. Seasonal Increase

20.1 We will increase the Sum Insured on each item of Stock and Materials in Trade 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 Your Schedule.

YOUR OBLIGATIONS UNDER COVER 21.
You must make Us aware of any changes to the declared sums insured at the start of each Period of Insurance. If You fail to notify Us of any change to the declared sums insured We will index link the last declared sums insured notified to Us, for the following Period of Insurance.

21. Core Property Protection

The following applies to the Stock, Contents and Tenants Improvements where You have declared a sum insured.

21.1 The most We will pay is stated in Your Schedule.

21.2 Where these items are selected the first and annual premiums are based on the declared sums stated in Your Schedule.

22. Homeworking

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

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

If You Have a Claim

	✔	✘
1.	**Description of Property**	
1.1	In determining the item under which property is insured We will accept the description given in Your business records	
2.	**Interested Parties**	
2.1	In the event of Damage as insured by this Section, interested parties as stated in Your Schedule must declare the nature and extent of their interest.	
3.	**Automatic Reinstatement of Sum Insured**	
3.1	The Sums Insured stated in Your Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.	
3.2	You must pay any additional premium required to reinstate the Sums Insured	
4.	**Professional Fees**	
4.1	We will pay for professional fees necessarily incurred with Our consent as part of the work to reinstate or repair Your Property Insured, following Damage to any Building item insured under this Section.	**4.2** We will not make any payment for fees which are more specifically insured elsewhere, for the costs of preparing a claim or costs incurred without Our consent.
5.	**Debris Removal**	
5.1	We will pay costs necessarily and reasonably incurred with Our consent for the removal of debris from the site of the Damage and the area immediately adjacent to it. We will also pay for the dismantling, demolishing, shoring up or propping up of the parts of the Property Insured which have suffered Damage.	**5.2** This cover does not apply to Stock and Materials in Trade. **5.3** We will not make any payment for costs and expenses arising from pollution or contamination of property which is not insured under this Section, or for costs and expenses more specifically insured elsewhere.
6.	**Buildings Awaiting Sale**	
6.1	If Damage occurs to any Building(s) insured under this Section whilst You are in the process of selling Your interest in it, We will cover the buyer by this policy from the time contracts are exchanged to the time of completion.	**6.3** We will not cover You where the buyer has more specific insurance in place.
6.2	This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.	

YOUR OBLIGATIONS UNDER COVER ITEM 7.4
You must ensure that the work of reinstatement of Your Property Insured is carried out as quickly as possible. Reinstatement may be carried out on another site and in a manner suitable to Your needs, provided that Your Premises are not Unoccupied, and it does not increase Our costs.

7. Basis of Claim Settlement – Reinstatement

The following applies to Property Insured other than Stock and Materials in Trade, Professional Fees, Debris Removal, pedal cycles and personal effects, Computer and Electronic Equipment.

7.1 In the event that Your Property Insured is

7.1.1 lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new

7.1.2 damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

7.2 We will pay any costs necessary to comply with any European Union Legislation, Act of parliament or Bye Laws of any public authority. This includes costs incurred for foundations which have not themselves suffered Damage.

7.3 If at the time of Damage,

7.3.1 Your buildings sum insured is not adequate, the most We will pay is the sum insured stated in Your Schedule

7.3.2 Your contents, stock and tenants improvements sums insured are not adequate, We will pay up to a sum insured of £25,000 or 120% of the declared sums insured stated in Your Schedule, whichever is the higher.

The following applies to Computer and Electronic Equipment where insured by this Section.

7.4 In the event that Computer and Electronic Equipment is

7.4.1 lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Equipment with the nearest higher performance and/or capacity.

7.4.2 damaged, We will pay for the repair of the Computer and Electronic Equipment, to its condition when new, provided an economic repair is possible.

Definition

For the purposes of this Basis of Settlement item, Computer and Electronic Equipment means:

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

Computer and Electronic Equipment does not mean:

- Computer and Electronic Equipment held as stock or customers' Computer and Electronic Equipment held in trust
- Computer and Electronic Equipment controlling or monitoring any manufacturing process.

The following applies to Debris Removal and Professional Fees

Please refer to items 4 and 5 of the If You Have a Claim Section for information on how these cover items will be settled in the event of a claim.

7.1.2.1 However, We will not pay more than We would have done if the property had been completely destroyed

7.2.1 We will not make any payment for any charge or assessment arising from capital appreciation following compliance with this legislation, or for costs incurred

7.2.1.1 where notice of any requirements was served on You before the Damage occurred

7.2.1.2 where an existing requirement must be completed within a stipulated period.

7.4.2.1 However, We will not pay more than We would have done if Computer and Electronic Equipment had been completely destroyed.

7.5 We will not provide cover if You

7.5.1 do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Equipment

7.5.2 or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement

7.5.3 do not comply with any of the terms of this cover.

7.5.4 However, the Basis of Claims Settlement - Indemnity, will apply.

8. Basis of Claims Settlement - Indemnity

The following applies to Stock and Materials in Trade, pedal cycles and personal effects

8.1 In the event that Your Property Insured is lost, destroyed or Damaged, We will pay

8.1.1 for its' replacement or repair to a condition as good as, but not better than, its' condition immediately prior to Damage; or

8.1.2 at Our option, the reduced value of the Property Insured.

8.2 We will not provide cover if You

8.2.1 do not incur the cost of replacing or repairing the Property Insured

8.2.2 do not comply with the terms of this cover.

Property Damage (Insured Events plus Accidental Damage) Exceptions

Outlined below is what We will not make payment for under the Property Damage Section.

We will not provide cover for:

✗		✓	
1.	Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.	**1.1**	However, We will provide cover to You in respect of
		1.1.1	such Damage which itself results from a cause not otherwise excluded
		1.1.2	subsequent Damage which is not otherwise excluded
2.	Damage to the Property Insured caused by or consisting of	**2.6**	However, We will pay for any subsequent Damage which results from a cause not otherwise excluded
2.1	an existing or hidden defect		
2.2	gradual deterioration or wear and tear		
2.3	frost or change in the water table level		
2.4	faulty or defective design or materials used in its construction		
2.5	faulty or defective workmanship, operating error or omission by You or any of Your directors, partners or Employees		
3.	Damage to the Property Insured caused by or consisting of	**3.6**	However, We will pay for
3.1	corrosion, rust, rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching, vermin or insects, mould or fungus	**3.6.1**	Damage not otherwise excluded which results from an Insured Event(s) or any other accidental cause
3.2	change in temperature, colour, flavour or texture or finish	**3.6.2**	any subsequent Damage which results from a cause not otherwise excluded.
3.3	nipple or joint leakage or failure of welds		
3.4	cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only. This includes any associated piping		
3.5	mechanical or electrical breakdown or derangement of the Property Insured		
4.	Damage to the Property Insured caused by	**4.1.1**	Unless Subsidence cover is shown in Your Schedule
4.1	subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe. **This applies to Building(s) only**.		
4.2	normal settlement of new structures		
5.	acts of fraud or dishonesty		
5.1	disappearance, unexplained or inventory shortage or misfiling, clerical error or misplacing of information		

6.	Damage to the Property Insured	
6.1	caused by its undergoing any process involving the application of heat, that results in fire	
6.2	caused by its own self ignition, leakage of electricity, short circuiting, or over running	
6.3	resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repair.	
6.4		However, We will pay for such Damage if it is caused by fire or explosion
7.	Damage more specifically insured by You or on Your behalf	
8.	Damage	
8.1	insured by any marine policy	
8.2	which would be insured under any marine policy if this policy did not exist	
8.3		However, We will cover You for Damage not otherwise excluded. The most We will pay is the sum beyond the amount which would have been payable under the marine policy, had the insurance not existed.
9.	**War**	
9.1	Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event	
9.1.1	war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, mutiny or military uprising, martial law	
9.1.2	nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and	
9.1.3	any action taken in controlling, preventing, suppressing or in any way relating to 9.1.1 and/or 9.1.2 above.	
9.2		However, Exceptions 9.1.2 and 9.1.3 will not apply in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war or parts thereof, at or within one mile of the boundary of Your Premises, provided that the presence of such munitions does not result from a state of war current at the time of the Damage.
10.	**Radioactivity**	
10.1	Loss or destruction of or damage to any property, any loss or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from	
10.1.1	ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel	
10.1.2	the radioactive, toxic, explosive or other hazardous or contaminating properties of any Nuclear Installation, reactor or other nuclear assembly or nuclear component thereof	
10.1.3	the use of any weapon or device	
10.1.3.1	dispersing radioactive material and/or ionising radiation, or	
10.1.3.2	using atomic or nuclear fission and/or fusion or other like reaction	
10.1.4	the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at Your Premises (other than nuclear fuel or nuclear waste) used in the course of Your Business for the purposes for which they were intended	

11.	**Terrorism**	
11.1	Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.	
11.1.1	Terrorism	
11.1.2	civil commotion in Northern Ireland	
11.1.3	any action taken in controlling, preventing, suppressing or in any way relating to 11.1.1 and/or 11.1.2 above.	
11.2	For the purposes of this Exception Terrorism means	
11.2.1	in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands), acts of persons acting on behalf of or in conjunction with any organisation which carries out activities directed towards overthrowing or influencing by force or violence of HM Government in the United Kingdom or any other government de jure or de facto, 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.	
11.2.2	in respect of Damage occurring in any territory not specified in 11.2.1 above, any act or actions caused by 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 including but not limited to	
11.2.2.1	the use of threat of force and/or violence and/or	
11.2.2.2	harm or damage to life or to property (or the threat of such harm or damage), including but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means	
11.3	in any action, suit or other proceedings where We allege that any Damage results from Terrorism and is not covered by this Section, the burden of proving that such Damage is covered under this Section will be upon You.	
12.	Damage while Your Premises are Unoccupied caused by malicious persons or escape of water from any tank, apparatus or pipe, including as a result of freezing of any automatic sprinkler installation at Your Premises.	**12.1** However, We will cover You for such Damage if it is caused by fire or explosion.
13.	Damage to moveable property in the open caused by wind, rain hail, sleet, snow, flood or dust.	**13.1** However, We will pay for Damage to such property caused by falling trees, not otherwise excluded.
14.	Damage to	**14.2.1** However, We will pay for such Damage if it is caused by Insured Event (1) - (13) and is not otherwise excluded.
14.1	china, earthenware, marble or other fragile objects which do not form part of the structure of the Buildings or its fixtures and fittings. **This does not include Stock in Trade.**	
14.2	any building or structure caused by its own cracking or collapse.	

15. Data Recognition

15.1 Any claim which arises directly or indirectly from or consists of the failure or inability of any

15.1.1 electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device, 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

15.1.2 media or systems used in connection with anything referred to in 15.1.1 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.

15.2 Items 15.1.1 and 15.1.2 above includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or to correctly manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

15.2.1 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

15.2.2 the operation of any command or logic which has been programmed or incorporated into anything referred to in 15.1.1 and/or 15.1.2 above.

Definition

The following definition applies to this exception

Specified Event

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

15.3 However, We will not exclude any claim for subsequent loss or destruction of or Damage to any property or consequential loss which itself results from a Specified Event but only to the extent that such claim would otherwise be insured.

16. Damage to livestock, growing crops or trees, or property in the course of construction including materials for use in the construction, unless specifically stated in Your Schedule and Damage is not otherwise excluded.

17. Damage cased by theft or attempted theft

17.1 which does not involve forcible and violent entry to or exit from The Premises.

This does not apply to the cover provided under Cover Item (3) - Changing Locks.

17.2 by any person lawfully in Your Premises

17.3 where You or Your partners, directors or Employees or any member of Your household is involved as principal or accessory

17.4 from any building or part of any building not capable of being locked.

17.5 from yards, open sided buildings, compounds or other open spaces.

17.6 when Your Premises are Unoccupied.

18. Loss of Data

18.1 any Damage to Computer and Electronic Equipment or failure resulting directly or indirectly from, or in connection with

18.1.1 Virus or Similar Mechanism

18.1.2 Denial of Service Attack

18.1.3 unauthorised access to or use of Computer or Electronic Equipment

18.2 However We will pay for subsequent Damage if it is caused by Insured Event (1) - (10) or (12) and is not otherwise excluded.

Business Interruption

Cover

We will cover You for loss of Income resulting from Damage to property used by You at Your Premises for the purposes of Your Business. Such Damage must occur during the Period of Insurance, and be caused by a Specified Insured Event(s)/Insured Event(s) which is not excluded by the Property Damage Section of this policy, and for which liability has been admitted under an insurance policy covering Your interest in such property.

The most We will pay during any one Period of Insurance is the Cover Limit stated in Your Schedule.

We will also cover You for loss as insured under this Section as a result of the following:

1. Book Debts

This cover is operative only where Book Debts is stated in Your Schedule as applying,

1.1 We will cover You for loss sustained by You for Book Debts as a direct result of Damage to Your books of account, other business books or records at Your Premises.

1.2 The most We will pay for any one occurrence of Damage is

1.2.1 the difference between the Book Debts and the total of the amounts received or traced

1.2.2 the additional expenditure incurred with Our consent in tracing and establishing Your customers' debit balances after the Damage

1.2.3 Your professional accountants' charges for producing information We require for investigating any claim and confirming the information in accordance with Your business books.

1.3 The most We will pay for any claim, including professional accountants' fees is the Limit stated in Your Schedule.

1.4 We will not provide cover for

1.4.1 loss due to records being mislaid or misfiled

1.4.2 loss arising from deliberate falsification of records

1.4.3 failure to collect debts which have been traced and established

1.4.4 theft from any Unattended Vehicle.

2. Additional Increased Costs of Working

2.1 We will pay the additional expenditure necessarily and reasonably incurred due to the Damage solely for the purpose of avoiding or diminishing the reduction in Income, as insured by this Section, during the Indemnity Period and which exceeds the amount recoverable as increase in cost of working, under If You Have a Claim item 1 - Basis of Settlement.

3. Public Utilities

3.1 Accidental failure of Your supply of

3.1.1 electricity, gas or water at the terminal ends of the utilities service providers' feed to Your Premises

3.2 The most We will pay for any one claim for accidental failure and for any one claim and in the Period of Insurance for failure resulting from accidental means other than Damage is stated in Your Schedule.

3.3 We will not provide cover for accidental failure

3.3.1 of water supplies caused by drought or other weather conditions unless equipment has been damaged.

3.3.2 caused by industrial action, the deliberate act of any supply authority or the exercise of any supply authority power to withdraw or restrict supply

3.3.3 other than within The Defined Territories

3.3.4 lasting less than four consecutive hours

3.3.5 lasting more than 7 consecutive days for Your supply of

3.3.5.1 electricity, unless the failure results from Damage to any generating sub station of Your supplier of electricity in The Defined Territories

3.3.5.2 gas, unless the failure is as result of Damage to any land based premises of Your supplier(s) of gas and any natural gas producer directly linked to Your supplier(s) of gas in The Defined Territories

3.3.5.3 water, unless the failure results from Damage to any water works or pumping station of Your supplier(s) of water in The Defined Territories.

3.4 The restrictions in 3.3.4 and 3.3.5 will not apply in respect of accidental failure resulting from Damage to

3.4.1 Your supplier(s) generating station, sub station, water works or pumping station

3.4.2 any land based premises of Your supplier(s) of gas and any natural gas producer directly linked to Your supplier in The Defined Territories.

4.	**Telecommunications**	**4.3**	We will not provide cover for accidental failure
4.1	We will cover You for accidental failure of the supply of telecommunications services at the incoming line terminals or receivers at Your Premises.	**4.3.1**	caused by
4.2	The most We will pay for any one failure and for all failures within any one Period of Insurance is stated in Your Schedule.	**4.3.1.1**	industrial action or the deliberate act of any supplier of telecommunications and internet services
		4.3.1.2	the exercise of any supply authority's power to withdraw or restrict supply or services
		4.3.1.3	the failure of any satellite
		4.3.1.4	drought or atmospheric weather conditions unless equipment has been damaged by such conditions
		4.3.1.5	lasting less than 24 consecutive hours. **This will not apply in respect of accidental failure resulting from Damage to any land based premises of Your supplier(s) of telecommunication and internet services in The Defined Territories.**
		4.3.1.5.1	lasting more than 7 consecutive days
		4.3.1.5.2	for Your supply of telecommunications unless the unless the failure results from Damage at any land based premises of Your supplier(s) of telecommunications and internet services in The Defined Territories
		4.3.1.6	other than at premises in The Defined Territories.

5.	**Loss of Attraction**	**5.4**	We will not provide cover for any
5.1	Damage to Property or premises within one mile of the boundary of Your Premises which causes a loss of Income directly due to a reduction in customers visiting the area.	**5.4.1**	action taken in controlling, preventing or suppressing the spread of any disease
5.2	Any Automatic Reinstatement provision does not apply to this cover item.	**5.4.2**	danger or disturbance caused wholly or partially by You, or through Your misconduct, connivance, neglect or omission
5.3	The most We will pay is stated in Your Schedule.	**5.4.3**	interruption or interference lasting less than 72 consecutive hours.
The following definitions apply to this cover item.			
Indemnity Period			
The period during which the results of Your Business are affected due to the accident, occurrence or discovery starting from the date Your Premises are closed or their use restricted and ending not later than the number of months stated in Your Schedule.			
Maximum Indemnity Period			
As stated in Your Schedule.			

6.	**Boilers**		
6.1	Damage to boilers or other equipment, on Your Premises, within which internal pressure is due to steam only.		

7. Prevention of Access

7.1 Damage by any cause included under the Property Damage section to property within one mile of the boundary of Your Premises which physically prevents or restricts access to, or use of, Your Premises.

7.2 Any Automatic Reinstatement provision does not apply to this cover item.

7.3 The most We will pay is stated in Your Schedule.

The following definition applies to this cover item.

Indemnity Period

The period during which the results of Your Business are affected due to the accident, occurrence or discovery starting from the date Your Premises are closed or their use restricted and ending not later than the number of months stated in Your Schedule.

7.4 We will not provide cover for any

7.4.1 action taken in controlling, preventing or suppressing the spread of any disease

7.4.2 danger or disturbance caused wholly or partially by You, or through Your misconduct, connivance, neglect or omission

7.4.3 interruption or interference lasting less than 72 consecutive hours.

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

8.1 A Specified Disease occurring at Your Premises

8.2 Any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from Your Premises

8.3 The discovery of an organism at Your Premises which is likely to result in any person contracting an illness caused by food or drink poisoning or a Specified Disease

8.4 The discovery of vermin or pests at Your Premises

8.5 Any accident causing defects in the drains or other sanitary arrangements, at Your Premises

8.6 Any occurrence of murder or suicide at Your Premises which restricts the use of or results in closure of Your Premises on the order or advice of the competent authority and directly results in a reduction in the Income of Your Business.

8.7 Any Automatic Reinstatement provision does not apply to this cover item.

8.8 The most We will pay is stated in Your Schedule.

8.9 For the purposes of this cover, Specified Disease means any of the following diseases contracted by any person

8.8.1 Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid Fever, Puerperal fever, Rabies, Relapsing fevers, Rubella, Scarlet fever, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis or Whooping Cough.

The following definitions apply only to the Specified Disease, Food Poisoning, Vermin, Pests and Defective Sanitation, Murder or Suicide

Indemnity Period

The period during which the results of Your Business are affected due to the accident, occurrence or discovery starting from the date Your Premises are closed or their use restricted and ending not later than the number of months stated in Your Schedule.

Maximum Indemnity Period

As stated in Your Schedule.

8.10 We will not provide cover for any

8.10.1 costs incurred in cleaning, repair, replacement, recall or checking of property

8.10.2 interruption or interference lasting less than 72 consecutive hours.

9. Suppliers

9.1 Damage to any of Your suppliers' premises within The Defined Territories or the Republic of Ireland by any cause included under the Property Damage Section.

9.2 The most We will pay is stated in Your Schedule.

9.3 We will not provide cover for Damage at the premises of any electricity, gas, water or telecommunications service supplier.

10. Employee Lottery Win

10.1 We will pay the additional costs and expenses You incur 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 win in a Lottery including but not limited to

10.1.1 recruitment and additional overtime costs

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

10.2 The most We will pay is stated in Your Schedule.

10.3 **Cover will only apply if the Employee or group of Employees resign within fourteen days from the date of the successful lottery win and the amount won by any one Employee is not less than £100,000.**

10.4 **Cover will start from the date of the departure of the Employee(s) and last for a maximum period of one month.**

10.5 For the purposes of this cover, Lottery means

10.5.1 UK National Lottery Prize Draws including Scratchcards

10.5.2 UK National Football Pools

10.5.3 Euro Millions Lottery

10.5.4 Irish National Lottery

10.5.5 UK Premium Bond Prize Draws

11. Transit

11.1 Damage to Your property while in transit by road, rail or inland waterway in The Defined Territories.

11.2 The most We will pay is stated in Your Schedule.

If You have a claim

YOUR OBLIGATIONS UNDER THIS SECTION

- **You must take reasonable action to minimise any interruption of, or interference with, Your Business, or to prevent or reduce the loss.**
- **At Your expense, you must provide Us with**
  1. **a written claim and any details of other insurances which cover the Damage or resulting loss. This has to be provided within the 30 days following the end of the Indemnity Period, or any further time We may allow.**
  2. **books, records and documents We require to assess Your claim**
- **If You fail to comply with this condition, any payments on account We have already made will have to be repaid by You.**

1.	**Basis of Settlement**	
1.1	We will pay	
1.1.1	the amount by which Your Income falls short of the Income You would have received, during the Indemnity Period, as a result of the Damage	
1.1.2	any additional expense You incur to prevent or limit the reduction in Income, during the Indemnity Period, as a result of the Damage. **We will not pay more than We would pay under 1.1.1 above.**	
1.1.3	auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section less any savings made during the Indemnity Period for business charges or expenses payable out of Income which reduce or stop due to the Damage.	

2.	**Value Added Tax**	
2.1	All terms in this Section exclude Value Added Tax to the extent that you are accountable to the tax authorities for Value Added Tax.	
2.2	Any adjustment made for current cost accounting will be ignored.	

Business Interruption Exceptions

In addition to the items shown in the "Property Damage Exceptions" section, the following outlines what We will not make payment for under the Business Interruption Section.

We will not provide cover for:

✗	✔
1. We will not cover You for erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded.	
2. War **2.1** Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event **2.1.1** war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, mutiny or military uprising, martial law **2.1.2** nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and **2.1.3** any action taken in controlling, preventing, suppressing or in any way relating to 2.1.1 and/or 2.1.2 above.	**2.2** However, Exceptions 2.1.2 and 2.1.3 will not apply in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war or parts thereof, at or within one mile of the boundary of Your Premises, provided that the presence of such munitions does not result from a state of war current at the time of the Damage.
3. Radioactivity **3.1** Loss or destruction of or damage to any property, any loss or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from **3.1.1** ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel **3.1.2** the radioactive, toxic, explosive or other hazardous or contaminating properties of any Nuclear Installation, reactor or other nuclear assembly or nuclear component thereof **3.1.3** the use of any weapon or device **3.1.3.1** dispersing radioactive material and/or ionising radiation, or **3.1.3.2** using atomic or nuclear fission and/or fusion or other like reaction **3.1.4** the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at Your Premises (other than nuclear fuel or nuclear waste) used in the course of Your Business for the purposes for which they were intended.	

4.	**Terrorism**
4.1	Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other sequence to the loss
4.1.1	Terrorism
4.1.2	civil commotion in Northern Ireland
4.1.3	any action taken in controlling, preventing, suppressing or in any way relating to 4.1.1 and 4.1.2 above.
4.2	For the purposes of this Exception Terrorism means
4.2.1	in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands), acts of persons acting on behalf of or in conjunction with any organisation which carries out activities directed towards overthrowing or influencing by force or violence of HM Government in the United Kingdom or any other government de jure or de facto, 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.
4.2.2	in respect of Damage occurring in any territory not specified in 4.2.1 above, any act or actions caused by 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 including but not limited to
4.2.2.1	the use of threat of force and/or violence and/or
4.2.2.2	harm or damage to life or to property (or the threat of such harm or damage), including but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means
4.3	in any action, suit or other proceedings where We allege that any Damage results from Terrorism and is not covered by this Section, the burden of proving that such Damage is covered under this Section will be upon You.

5. Data Recognition

5.1 Any claim which arises directly or indirectly from or consists of the failure or inability of any

5.1.1 electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device, 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

5.1.2 media or systems used in connection with anything referred to in 5.1.1 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.

5.2 Items 5.1.1 and 5.1.2 above includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or to correctly manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

5.2.1 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

5.2.2 the operation of any command or logic which has been programmed or incorporated into anything referred to in 5.1.1 and 5.1.2 above.

5.3 Definition

The following definition applies to this exception

Specified Event

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

5.4 However, We will not exclude any claim for subsequent loss or destruction of or Damage to any property or consequential loss which itself results from a Specified Event but only to the extent that such claim would otherwise be insured.

6. Alteration

6.1 We will not provide cover under this Section for any Policyholder that

6.1.1 agrees a composition or arrangement with creditors

6.1.2 agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)

6.1.3 has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator

6.1.4 has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of Your Business duly appointed

6.1.5 has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.

6.2 We will not provide cover under this Section if Your interest ceases otherwise than by Your death.

6.3 However, We will provide cover to You if We agree otherwise in writing.

Terrorism

Cover

1. We will cover You for a Covered Loss during the Period of Insurance subject to the provisions set out below.

2. The maximum We will pay in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy.

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

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

Exceptions

The following outlines what We will not make payment for under this Section.

We will not provide cover for any loss or damage whatsoever

1. occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power

2. unless and until the Treasury certifies the event or events in question to have been an Act of Terrorism.

3. directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

3.1 damage to or the destruction of any Computer System; or

3.2 any alteration, modification, distortion, erasure or corruption of Data;

3.3 (as regards 3.1 and 3.2 above) in each case whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

Proviso to Exception (3)

1. Covered Loss otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such Covered Loss:

1.1 results directly (or, solely as regards 1.2.3 below, indirectly) from

1.1.1 fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),

1.1.2 impact of aircraft or any aerial devices or articles dropped from them,

1.1.3 impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle,

1.1.4 destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and

1.2 comprises:

1.2.1 the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Heads of Cover; or

1.2.2 the amount of business interruption loss suffered directly by You by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either damage to or destruction of Property insured under any of the Heads of Cover or as a direct result of denial, prevention or hindrance of access to or use of the Property insured under any of the Heads of Cover by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured under any of the Heads of Cover to which access is affected; or

1.2.3 the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss; and

1.3 is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

2. For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude

2.1 any money, currency, electronic cryptographic or virtual currency including bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of "Money" as set out in this policy; and

2.2 any Data.

3. Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph 1.2 above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph 1.1 above results directly or indirectly from any alteration, modification, distortion erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs 1.1 and 1.2 above from being recoverable under this Section.

3.1 In no other circumstances, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section.

Employers' Liability

Cover

We will cover The Insured's legal liability to pay Compensation and Costs and Expenses in respect of Bodily Injury sustained by any Employee arising out of and in the course of employment by You in Your Business during the Period of Insurance and within The Territorial Limits.

The most We will pay is the Cover Limit.

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1. Additional Activities of Your Business includes

1.1 ownership, use and upkeep of Your Premises

1.2 upkeep of vehicles and plant which are owned and used by You

1.3 canteen, social, sports, educational and welfare organisations for the benefit of any Employee

1.4 Your first aid, fire, security and ambulance services

1.5 Your participation in exhibitions

1.6 private work by any Employee, with Your prior consent, for You or any Director or Employee of Yours.

2. Cross Liabilities

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

2.2 The most We will pay is the Cover Limit regardless of the number of parties claiming to be insured.

3. Legal Expenses Arising from Health and Safety Legislation

3.1 We will cover The Insured for any health and safety inquiry or criminal proceedings arising from any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

3.2 Cover is limited to

3.2.1 legal fees and expenses incurred with Our written consent for defending proceedings, including appeals

3.2.2 prosecution costs awarded against The Insured.

3.3 We will not provide cover

3.3.1 unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with Your Business

3.3.2 for proceedings relating to the health and safety of any person other than an Employee

3.3.3 where cover is provided by another insurance policy.

4. Payment for Court Attendance

4.1 We will pay for You, or any director, partner or Employee of Yours to attend court, at Our request, as a witness in connection with a claim which You are entitled to cover for.

4.2 The most We will pay per day for each director or partner or Employee is stated in Your Schedule.

5. Unsatisfied Court Judgments	
5.1 We will, at Your request, pay costs and damages to any of Your Employees or their personal representatives, which remain unpaid six months after the date a judgment for Bodily Injury to the Employee was obtained against another party domiciled in The Defined Territories	**5.2 Payment will only be made where** **5.2.1 the Bodily Injury was caused in the course of Your Business and during the Period of Insurance.** **5.2.2 the judgment was made in a court in The Defined Territories.** **5.2.3 there is no appeal outstanding to the judgment** **5.2.4 the Employee or their personal representative assigns the judgment debt to Us.**
6. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007	
6.1 We will cover You for criminal proceedings arising from any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007. **6.2** Cover is limited to **6.2.1** legal fees and expenses You incur with Our written consent for defending proceedings, including appeals **6.2.2** prosecution costs awarded against You.	**6.3** We will not cover You **6.3.1** unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with Your Business. **6.3.2** for proceedings which result from any deliberate act or omission by You or which relate to any person other than an Employee **6.3.3** for any fines, remedial or publicity orders, or any steps required to be taken by such orders. **6.3.4** where cover is provided by another insurance policy
7. Contractual Liability	
7.1 We will cover the legal liability of The Insured(s) for accidental Bodily Injury imposed on You solely by the terms of any agreement, provided that the conduct and control of any claim is assigned to Us	**7.2** We will not provide cover for any agreement relating to the performance of work outside The Defined Territories.

Exceptions

The following outlines what We will not make payment for under this Section.

We will not provide cover for

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1.	work in or on and travel to, from or within any offshore support vessel, accommodation, exploration, drilling or production rig or platform.		
2.	Bodily Injury sustained by any Employee when such person is carried in or upon, entering or getting into, or alighting from, a vehicle, where any road traffic legislation requires insurance or security		
3.	death or disablement, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from		
3.1	ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel		
3.2	the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof		
3.3	the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at Your Premises (other than nuclear fuel or nuclear waste) used in the course of Your Business for the purposes for which they were intended		
3.4	However, 3.1 and 3.2 only apply when You, under a contract or agreement, have undertaken to indemnify another or assume the liability of another party.		
4.	liquidated damages, penalty clauses, fines, aggravated, restitutionary punitive or exemplary damages, or any other additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.		
5.	any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism, regardless of any other contributory cause or event, except as stated in Special Provision - Terrorism below.		
5.1	In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism, or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism, regardless of any other contributory cause or event, is not covered under this Section, You will have to prove that any such consequence is covered (or is covered beyond that limit of liability) under this Section.		
5.2	**Special Provision - Terrorism** Subject otherwise to the terms of the policy, the above exclusions will not apply to the Employers Liability Section, but the Cover Limit for the purpose of this Special Provision is limited to £5,000,000 including Costs and Expenses.		

6. any consequence whatsoever which is the direct or indirect result of any of the following, whether or not such consequence has been contributed to by any other cause or event except as stated in Special Provision - War below.

6.1 war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

6.2 any action taken in controlling, preventing, suppressing or in any way relating to 6.1

Special Provision - War

Subject otherwise to the terms of the policy, the above exclusion will not apply to the Employers Liability Section, but the Cover Limit for the purpose of this Special Provision is limited to £5,000,000 including Costs and Expenses.

If You have a claim

1. Our Right of Recovery

1.1. This cover is provided 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.

1.2 **If, by any such law, We are required to pay a claim which is excluded under Your policy, You will have to repay to Us all sums paid by Us under such claim.**

Public and Products Liability

Cover

We will cover The Insured's legal liability to pay Compensation and Costs and Expenses incurred, as a result of accidental Personal Injury, Damage to Property, obstruction, trespass, nuisance or interference with any right of way, air, light or water, which arises in connection with Your Business, and which happens during the Period of Insurance and within The Territorial Limits.

The most We will pay is the Cover Limit plus any Costs and Expenses.

For any claim brought in Canada, the United States of America or any territory within its jurisdiction, the most We will pay, inclusive of Costs and Expenses, is the Cover Limit.

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1. Additional Activities of Your Business includes	
1.1 ownership, use and upkeep of Your Premises	
1.2 upkeep of vehicles and plant which are owned and used by You.	
1.3 canteen, social, sports, educational and welfare organisations for the benefit of any Employee	
1.4 Your first aid, fire, security and ambulance services	
1.5 Your participation in exhibitions	
1.6 private work by any Employee, with Your prior consent, for You or any director, partner or Employee of Yours.	
2. Cross Liabilities	
2.1 We will cover each party named as The Policyholder in Your Schedule as if a separate policy had been issued to each	
2.2 The most We will pay is the Cover Limit regardless of the number of parties claiming to be covered.	
3. Defective Premises	**3.2** We will not provide cover for the cost of rectifying any defect or alleged defect in such premises.
3.1 We will cover, in connection with any premises which You previously owned or occupied for the purposes of Your Business, Your legal liability for accidental Bodily Injury or Damage to Property arising under the	
3.1.1 Defective Premises Act 1972	
3.1.2 Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001.	
4. Legal Expenses Arising from Health and Safety Legislation	**4.3** We will not provide cover
4.1 We will cover The Insured for any health and safety inquiry or criminal proceedings arising from any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.	**4.3.1** unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories in the course of Your Business
4.2 Cover is limited to	**4.3.2** for proceedings relating to the health and safety of any Employee, or as a result of any deliberate act or omission by You
4.2.1 legal fees and expenses incurred with Our written consent for defending proceedings, including appeals	**4.3.3** where cover is provided by another insurance policy
4.2.2 prosecution costs awarded against The Insured.	

5.	**Hired or Rented Premises**	
5.1	We will cover The Insured's legal liability as a result of accidental Damage to premises (including fixtures and fittings) within The Defined Territories which You hire, rent or are loaned in connection with Your Business.	
		5.2 We will not provide cover for
		5.2.1 the first £250 of Compensation and Costs and Expenses. **This does not apply to Damage caused by fire or explosion.**
		5.2.2 liability imposed on The Insured solely by the terms of the hiring or renting agreement
		5.2.3 Damage caused by fire or any other peril against which the hiring or renting agreement specifies that insurance is taken out by The Insured.
6.	**Motor Contingent Liability**	
6.1	We will cover The Insured's legal liability as a result of accidental Bodily Injury and Damage to Property arising out of the use of any vehicle or trailer attached thereto which is being used in connection with Your Business and in The Defined Territories, but which is not	
6.1.1	owned, leased, hired or rented to You	
6.1.2	provided by You	
		6.2 We will not provide cover
		6.2.1 for Damage to the vehicle or goods carried in or on the vehicle
		6.2.2 while the vehicle is being driven by You or by a person who, to Your knowledge or that of Your representatives, does not hold a licence to drive the vehicle. **However, cover will apply if such person has previously held, and is not disqualified from holding or obtaining, such a licence**
		6.2.3 if cover is provided by another insurance policy.
7.	**Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007**	
7.1	We will cover You for criminal proceedings arising from any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.	
7.2	Cover is limited to	
7.2.1	legal fees and expenses You incur with Our written consent for defending proceedings, including appeals	
7.2.2	prosecution costs awarded against You.	
		7.3 We will not provide cover
		7.3.1 unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with Your Business
		7.3.2 for proceedings which result from any deliberate act or omission by You or which relate to any Employee
		7.3.3 for any fines, remedial or publicity orders, or any steps required to be taken by such orders
		7.3.4 where cover is provided by another insurance policy.
8.	**Contractual Liability**	
8.1	We will cover the legal liability of The Insured for accidental Bodily Injury or Damage to Property imposed on You solely by the terms of any agreement, provided that the conduct and control of any claim is assigned to Us.	
		8.2 We will not provide cover for any agreement relating to the performance of work outside of The Defined Territories.
9.	**Payment for Court Attendance**	
9.1	We will pay for You, or any director, partner or Employee of Yours to attend court, at Our request, as a witness in connection with a claim which The Insured is entitled to cover for.	
9.2	The most We will pay per day for each director or partner or Employee is stated in Your Schedule.	

10.	**Data Protection**
10.1	If proceedings are brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing, We will cover The Insured for
10.1.1	legal fees and defence costs
10.1.2	legal liability for Compensation to an individual who is the subject of personal data The Insured holds and who suffers material or non-material Damage caused by
10.1.2.1	inaccuracy of data
10.1.2.2	loss of the data
10.1.2.3	unauthorised destruction or disclosure of the data
10.2	The most We will pay for all claims occurring during any one Period of Insurance is £1,000,000.

10.3	We will not provide cover for
10.3.1	Personal Injury other than as provided by this cover
10.3.2	Damage to Property
10.3.3	fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
10.3.4	libel, slander or defamation
10.3.5	consequential losses
10.3.6	liability
10.3.6.1	as a result of You having authorised the destruction or disclosure of the data
10.3.6.2	which could reasonably have been expected to arise as a result of any other deliberate act or omission by You
10.3.6.3	arising solely by the terms of any agreement
10.3.6.4	for liquidated damages or under any penalty clause
10.3.7	any fine or statutory payment
10.3.8	legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements
10.3.9	proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

11.	**Employees' and Visitors' Personal Belongings**
11.1	We will cover The Insured's legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

11.2	We will not provide cover where this Property is
11.2.1	loaned, leased, hired or rented to The Insured
11.2.2	stored for a fee or other consideration by The Insured
11.2.3	in the custody or control of The Insured for the purposes of being worked upon.

12.	**Buildings Temporarily Occupied**
12.1	We will cover The Insured's legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out Your Business.

12.2	We will not cover Damage to
12.2.1	premises and their contents which You own or which are loaned, leased, hired or rented to The Insured or any other party who is carrying out work on Your behalf
12.2.2	The Works.

13.	**Legal Expenses Arising from Consumer Protection Act 1987 and Food Safety Act 1990**
13.1	We will cover The Insured for criminal proceedings arising from any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.
13.2	Cover is limited to
13.2.1	legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
13.2.2	costs of prosecution awarded against The Insured.

13.3	We will not cover You
13.3.1	unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with Your Business.
13.3.2	for proceedings which result from any deliberate act or omission by You.
13.3.3	where indemnity is provided by another insurance policy.

14. Overseas Personal Liability

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

14.1.1 We will also cover any accompanying spouse and children.

14.1.2 Where You are an individual the cover will also apply to Your personal liability whilst away from Your Business Premises in connection with Your Business but within The Defined Territories.

14.2 We will not provide cover if cover is provided under another insurance policy, or where liability arises from

14.2.1 any agreement unless liability would have existed otherwise

14.2.2 ownership or occupation of land or Buildings

14.2.3 the carrying on of any trade or profession

14.2.4 ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.

15. Suspension of Cover

15.1 We may, at any reasonable time, inspect any property and if any defect or danger is identified, We may suspend all Our liability which might arise from such defect or danger. We will notify You in writing if this is the case.

Exceptions

The following outlines what We will not make payment for under this Section.
We will not provide cover for

✗	✓
1. Personal Injury to any Employee arising out of and in the course of employment by You in Your Business	
2. the ownership, possession or use by, or on behalf of, The Insured of any **2.1** aircraft, aerial device or hovercraft **2.2** watercraft exceeding 8 metres in length **2.3** motor vehicle or trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation.	**2.4** This does not apply to the circumstances described under Cover Item 6. – Motor Contingent Liability, or to the loading or unloading of any such vehicle, trailer or plant where cover is not provided by another insurance policy.
3. Damage to Property which **3.1** You own or which is loaned, leased, hired or rented to The Insured **3.2** is held in trust or in the custody or control of The Insured or any other party who is carrying out work on Your behalf. **3.3** requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.	**3.2.1** This does not apply in the circumstances described under the following covers **3.2.1.1** Hired or Rented Premises **3.2.1.2** Employees' and Visitors' Personal Belongings **3.2.1.3** Buildings Temporarily Occupied
4. Damage to, or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating The Works or Products Supplied.	**4.1** This does not apply to Products Supplied under a separate contract
5. Bodily Injury or Damage to Property arising from breach of professional duty for treatment, therapy, design, formula, medication, teaching, supervision, certification or advice given by or on behalf of The Insured unless the professional treatment or facility is stated as covered on Your Schedule.	
6. the carrying out of any work, or any Products Supplied, which affects or could affect the navigation, propulsion or safety of any aircraft or other aerial device, or the safety or operation of nuclear installations.	
7. Pollution or Contamination other than caused by a sudden, identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. **7.1** **All Pollution or Contamination which arises from one incident will be deemed to have happened at the time such incident takes place.**	
8. Products Supplied to, or work in or on or travel to, from or within any offshore accommodation, exploration, drilling or production rig, platform or support vessel.	
9. recalling or making refunds in respect of Products Supplied or The Works	

10.	liquidated damages, penalty clauses or fines	
11.	liability imposed on You solely by the terms of any contract conditions or agreement in connection with Products Supplied	
12.	aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages	
13.	any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with	**13.4** We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.
13.1	Virus or Similar Mechanism	
13.2	Denial of Service Attack	
13.3	unauthorised access to or use of Computer and Electronic Equipment.	
14.	any consequence resulting directly or indirectly for or in connection with Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism, regardless of any other contributory cause or event, except as stated in **Special Provision - Terrorism** below.	
14.1	In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism, regardless of any other contributory cause or event, is not covered under this Section, You will have to prove that any such consequence is covered (or is covered beyond that limit of liability) under this Section.	
14.2	**Special Provision Terrorism** **Subject otherwise to the terms of the policy, the above exclusion will not apply to the Public and Products Liability Section, but the Cover Limit for the purpose of this Special Provision is limited to £2,000,000 or any other amount specified in the policy for Public and Products Liability, whichever is the lower**	
15.	exposure to, inhalation of and/or fears of the consequences of exposure to, or the inhalation of, Asbestos, including any product containing Asbestos	
15.1	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	
16.	the amount of Compensation and Costs and Expenses shown in Your Schedule as applying to each and every event resulting in Damage to Property. You will reimburse any such amount We have paid.	
17.	any consequence whatsoever which is the direct or indirect result of any of the following, whether or not such consequence has been contributed to by any other cause or event	
17.1	war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power	
17.2	any action taken in controlling, preventing, suppressing or in any way relating to 17.1	

18.	death or disablement, loss or destruction of or damage to any Property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from
18.1	ionising radiations or contamination by radioactivity from nuclear fuel, or from nuclear waste from the combustion of nuclear fuel
18.2	the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
18.3	the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. **This does not apply in respect of radioactive isotopes at Your Premises (other than nuclear fuel or nuclear waste) used in the course of Your Business for the purpose for which they were intended.**

19.	any claim which arises directly or indirectly from or consists of the failure or inability of any
19.1.1	electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device, 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
19.1.2	media or systems used in connection with anything referred to in 19.1.1 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.
19.2	Items 19.1.1 and 19.1.2 above includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or to correctly manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
19.2.1	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
19.2.2	the operation of any command or logic which has been programmed or incorporated into anything referred to in 19.1.1 and 19.1.2 above.

20.	Products supplied which You knew, know or could be expected to know would be used within the United States of America or Canada.

21.	Bodily Injury or Damage to property arising from Products Supplied by You arising from breach of professional duty in
21.1	the provision of any prescription, advice or formula
21.2	the undertaking of any manufacture, alteration, mixing or making up
21.3	the provision of any labelling or instructions for use
21.4	the provision of any defective container.

21.5	However, exception 21.2 shall not apply to the undertaking of any professional treatments covered by this Policy.

Commercial Legal Protection

Claims and Helpline

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

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

A claim form is available to download at www.aviva.co.uk/legalprotection.

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

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited

DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Registered in England and Wales, number 103274. Website: www.das.co.uk

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

DAS Law Limited Head and Registered Office:

DAS Law Limited,

North Quay, Temple Back, Bristol, BS1 6FL

Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk

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

Cover

We will provide cover to an Insured Person for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings arising as described in Cover Items 1-16 below and in connection with Your Business, provided that:

1. the insured Cover Item event occurs, and any Legal Proceedings take place, within The Territorial Limits
2. the Date of Occurrence is within the Period of Insurance
3. Prospects of Success exist for the duration of the claim.
4. In respect of an enforcement of judgement to recover money and interest due to You after a successful claim under this Section, We must agree that Prospects of Success exist
5. In respect of any appeal or defence of an appeal, it has been reported to Us, within the time limits allowed, that You wish to appeal
6. If an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than the award of damages, the maximum We will pay in Costs and Expenses is the value of the likely award.

We will not pay for any costs that fall outside the DAS Standard Terms of Appointment if You decide not to use the services of a Preferred Law Firm or Tax Consultancy.

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

Listed below are the Cover Items applicable to the Commercial Legal Protection Section. Please refer to Your Schedule for details of which Cover Items apply to Your Policy.

Please note

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

1. Property Protection

1.1 We will represent an Insured Person in any Legal Proceedings for civil action relating to physical damage to Your Premises following

1.1.1 any event which causes or could cause physical damage to Your Premises, provided that in the event of physical damage to Your Premises, the amount in dispute exceeds £1,000 and/or

1.1.2 any legal nuisance (meaning unlawful interference with Your use or enjoyment of Your land, or some right over, or in connection with it) or trespass including the eviction of squatters, or any person occupying Your Premises.

The Premises subject to the dispute must be insured by this insurance policy.

1.2 We will not provide cover in respect of any claim relating to

1.2.1 a contract entered into by You, other than a leasehold agreement

1.2.2 goods

1.2.2.1 in transit

1.2.2.2 lent or hired out

1.2.2.3 at premises You do not occupy unless for installation or use in work to be carried out by You

1.2.3 mining subsidence

1.2.4 a motor vehicle whilst being driven by an Insured Person

1.2.5 defending Your legal rights, but We will cover the defence of a counter-claim

1.2.6 the enforcement of a covenant by or against You.

2.	**Legal Defence - Criminal Prosecution**	
2.1	We will defend an Insured Person	
2.1.1	where it is alleged the Insured Person has or may have committed a criminal offence, prior to the issue of Legal Proceedings when dealing with	
2.1.1.1	the Police and/or	
2.1.1.2	Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer	
2.1.2	following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction	
2.2	In respect of proceedings under the Health and Safety at Work etc Act 1974 The Territorial Limits shall be all territories in which the Act applies.	
2.3		We will not provide cover 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.
3.	**Legal Defence - Data Protection**	
3.1	Provided that You are registered with the Information Commissioner at the time of the incident giving rise to the action, We will, under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing	
3.1.1	defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation	
3.1.2	also pay any compensation award made against the Insured Person	
3.2	We will represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.	
4.	**Legal Defence - Wrongful Arrest**	
4.1	We will defend Your legal rights if civil action is taken against You by a third party who has been wrongfully arrested following an accusation of theft made by an Insured Person and which is alleged to have been carried out during the Period of Insurance.	
5.	**Legal Defence - Employee Civil Legal Defence**	
5.1	At Your request We will defend the legal rights of an Insured Person (other than You) if	
5.1.1	an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination	
5.1.2	civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your employees.	
6.	**Legal Defence - Statutory Notice**	
6.1	At Your request We will represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting Your Business.	
7.	**Legal Defence - Jury Service**	
7.1	We will pay the Attendance Expenses of an Insured Person for jury service.	

8.	**Legal Defence - Disciplinary Hearings**
8.1	We will defend an Insured Person if an event results in a disciplinary case being brought against an Insured Person by a regulatory authority or professional body.

8.2	We will not provide cover 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.

9.	**Contract Disputes**
9.1	We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from an agreement or alleged agreement which has been entered into by You or on Your behalf for the sale, provision, purchase or hire of goods or of services provided that
9.1.1	if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.
9.1.2	the amount in dispute exceeds £250
9.1.3	if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250.

9.2	We will not provide cover in respect of
9.2.1	any claim relating to
9.2.1.1	the cover, claims process or settlement payable under an insurance policy
9.2.1.2	a lease, licence or tenancy of land or building(s) other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
9.2.1.3	a loan, mortgage, pension, guarantee or any other financial product and choses in action
9.2.1.4	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
9.2.2	a dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You
9.2.3	a dispute relating to computer hardware, software, systems or services which have been specifically tailored
9.2.4	a dispute arising from the breach or alleged breach of professional duty by an Insured Person or former Insured Person
9.2.5	the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

10.	**Debt Recovery**
10.1	We 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
10.1.1	a claim for debt recovery under this item is made within 90 days of the money becoming due and payable
10.1.2	the amount in dispute exceeds £250
10.1.3	You supply the correct and current name and address of the debtor
10.1.4	You have exhausted all reasonable credit control and accounting procedures
10.1.5	We have the right to select the method of enforcement or to forego enforcing judgement if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgement.

10.2	We will not provide cover in respect of
10.2.1	any claim relating to
10.2.1.1	the settlement payable under an insurance policy
10.2.1.2	a lease, licence or tenancy of land or buildings
10.2.1.3	a loan, mortgage, pension, guarantee or any other financial product and choses in action
10.2.1.4	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
10.2.2	a dispute relating to computer hardware, software, systems or services which have been specifically tailored
10.2.3	the recovery of money and interest due from another party where the other party intimates that a defence exists.

YOUR OBLIGATIONS UNDER COVER 11.
You must have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

11.	**Tax Protection**
11.1	**We will only cover tax claims which arise in direct connection with the activities of the business shown in Your Schedule**
11.2	We will represent You in any investigations and/or appeal proceedings in respect of
11.2.1	a Tax Enquiry
11.2.2	an Employer Compliance Dispute
11.2.3	a VAT Dispute.

11.3	We will not provide cover
11.3.1	in respect of any claim caused by Your failure to register for VAT and/or PAYE
11.3.2	in respect of any claim arising from any investigations or enquiries undertaken by HM Revenue and Customs Special Investigation Section, Special Civil Investigations, Criminal Investigation Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
11.3.3	in respect of any claim arising from any investigations or enquiry by HM Revenue and Customs into any alleged dishonesty or any alleged criminal offences
11.3.4	in respect of any claim arising from a tax avoidance scheme
11.3.5	in respect of any claim relating to import or export duties and import VAT.

12.	**Employment Disputes**
12.1	We will represent You in defending Your legal rights
12.1.1	following any request by ACAS to take part in the Early Conciliation service
12.1.2	prior to the issue of Legal Proceedings in a court or tribunal in respect of any dispute with a former Insured Person
12.1.3	in the resolution of unfair dismissal or flexible working disputes under the ACAS Arbitration Scheme
12.1.4	in Legal Proceedings in respect of any dispute with
12.1.4.1	an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You
12.1.4.2	an Insured Person, a former Insured Person or a prospective Insured Person arising from an alleged breach of their statutory rights under employment legislation.

12.2	We will not provide cover for any claim in respect of damages for Personal Injury or loss of or physical damage to material property.

YOUR OBLIGATIONS UNDER COVER 13.

Performance and/or conduct

In cases relating to performance and/or conduct You must

- **follow the ACAS Code of Disciplinary and Grievance Procedures (or any replacement thereof) as prepared by the Advisory Conciliation and Arbitration Service, or**
- **follow equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland, or**
- **seek and follow the advice from Our 24 hour legal helpline (0345 300 1899).**

Unlawful Discrimination

In respect of an order of compensation following a breach of Your statutory duties under employment legislation, You must throughout the dispute seek and follow the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute (0345 300 1899).

Redundancy

In respect of any compensation award for redundancy, alleged redundancy or unfair selection for redundancy, You must seek and follow the advice of Our 24 hour legal helpline before starting any redundancy process or procedure (0345 300 1899.)

13.	**Employment Compensation Awards**
13.1	We will pay any basic and compensatory award and/or an order for compensation following a breach of Your statutory duties under employment legislation which
13.1.1	You are ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgement made after full argument, and
13.1.2	We have approved in writing in respect of a claim We have accepted under Employment Disputes.
13.2	The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is £1,000,000.

13.3	We will not provide cover in respect of
13.3.1	non payment of money due under the relevant contract of employment or related statutory provision
13.3.2	any compensation award related to
13.3.2.1	trade union activities, trade union membership or non-membership
13.3.2.2	health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
13.3.2.3	statutory rights in relation to trustees of occupational pension schemes
13.3.3	any award ordered as a result of a breach of National Minimum Wage legislation
13.3.4	any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement order or re-engagement order
13.3.5	any settlement through the ACAS Early Conciliation service where the Insured Person is employed by You and no Legal Proceedings have been issued.

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

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

15.	**Bodily Injury**	**15.2**	We will not provide cover in respect of any claim relating to
15.1	We will pursue the legal rights of an Insured Person and/or family member accompanying such Insured Person, following an event which causes the death of, or bodily injury to, such Insured Person and/or family member	**15.2.1**	any illness or bodily injury which develops gradually or is not caused by a specific or sudden incident e.g. repetitive strain injury
		15.2.2	the defence of the legal rights of an Insured Person and/or family member other than defending a counter claim
		15.2.3	an Insured Person's injury or death in a motor vehicle whilst being driven by an Insured Person or their family members.

16.	**Statutory Licence Protection**	**16.2**	We will not provide cover in respect of
16.1	We 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, mandatory registration or British Standard Certificate of Registration.	**16.2.1**	an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
		16.2.2	any licence appeal relating to the ownership, driving or use of a motor vehicle.

17.	**Tenancy Disputes**	**17.2**	We will not provide indemnity in respect of any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.
17.1	We will represent You in any Legal Proceedings for civil action relating to a tenancy dispute between You and Your landlord arising from premises leased or rented to You.		

Exceptions

The following outlines what We will not make payment for under this Section.

1	We will not provide cover in respect of any claim
1.1	if an Insured Person does not keep to the terms of this Section
1.2	if any Costs and Expenses are incurred prior to Our written acceptance of a claim
1.3	for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative
1.4	for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Employment Compensation Awards (if cover is operative) and Legal Defence (if cover is operative)
1.5	relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
1.6	relating to rights under a franchise or agency agreement entered into by You
1.7	deliberately or intentionally caused by an Insured Person
1.8	in respect of a dispute with Us not catered for in the Commercial Legal Protection Conditions, items Arbitration and Disputes
1.9	for a judicial review, coroner's inquest or fatal accident inquiry
1.10	relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy
1.11	notified under this Section when, either at the start of or during the course of the claim You are bankrupt, have filed a bankruptcy petition or winding up petition, have made an arrangement with creditors, have entered into a deed of arrangement, are in liquidation or part of or all of Your affairs or property are in the care or control of a receiver or administrator
1.12	relating to a shareholding or partnership share in Your Business
1.13	relating to written or verbal remarks that damage the Insured Person's reputation
1.14	where an Insured Person wants conduct of their own claim as defined by the Solicitors Regulation Authority (Code of Conduct: Rule 20)

Commercial Legal Protection Conditions

In addition to the items shown in the "Policy Conditions" section, the following also apply to this Section.

Acts of Parliament

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

Appointed Representative

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

Arbitration

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

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

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

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

Claims – legal representation

(a) On receipt of a claim, if appropriate, We will appoint an Appointed Representative. They will try to settle Your claim by negotiation without having to go to court

(b) We will choose an Appointed Representative to represent an Insured Person where We are liable to pay compensation. In any other case if it is necessary to start court proceedings or there is a conflict of interest, an Insured Person is free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person

(c) If the Insured Person chooses an Appointed Representative who is not a Preferred Law Firm or Tax Consultancy, We will give them the opportunity to act on the same terms as a Preferred Law Firm or Tax Consultancy. If they refuse the act on this basis, the maximum We will pay is the amount We would have paid if they had agreed to the DAS Standard Terms of Appointment which are available on request.

Claims – Our rights and Your obligations

(a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim

(b) An Insured Person must co-operate fully with Us and the Appointed Representative and must keep Us up-to-date with the progress of the claim

(c) At Our request an Insured Person must give the Appointed Representative any instructions that We require

(d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court

(e) If an Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further Costs and Expenses

(f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval

(g) We may decide to pay an Insured Person the reasonable value of any claim that the Insured Person is claiming or is being claimed against them, instead of starting or continuing legal action. If this occurs, an Insured Person must allow Us to take over and pursue or settle a claim in their name. An Insured Person must allow Us to pursue at Our own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give Us all the information and help We need to do so

(h) We may require You to get, at Your own expense, an opinion from an expert, that We consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by Us and the costs agreed in writing between You and Us. Subject to this, if the expert's opinion indicates that it is more likely than not that You will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence, We will pay the cost of getting the opinion.

Claims – your duty	You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.
Discontinuance of a claim	If an Insured Person (a) settles a claim or withdraws a claim without Our prior agreement (b) does not give suitable instructions to the Appointed Representative the cover We provide will end immediately and We will be entitled to re-claim any Costs and Expenses We have incurred from the Insured Person.
Disputes	If any difference arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section, You can take the steps outlined in Our complaints procedure stated under Our Promise of Service.
Other Insurances	If any claim covered by this Section is also covered by another policy, or would have been covered if this Section did not exist, We will only pay Our share of the claim even if the other insurer refuses the claim.
Recoveries	An Insured Person must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

Commercial Legal Protection Definitions

In addition to the items shown in the "Policy Definitions" section, the following also apply to this Section.

Appointed Representative	The Preferred Law Firm or Tax Consultancy or other suitably qualified person, who has been appointed by Us to act on behalf of an Insured Person, or a suitably qualified person chosen by an Insured Person.
Costs and Expenses	(1) All reasonable and necessary legal, accountancy and tax related costs charged by the Appointed Representative and agreed by Us in accordance with the DAS Standard Terms of Appointment, which are available on request (2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to authorise.
DAS Standard Terms of Appointment	The terms and conditions (including the amount We will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).
Date of Occurrence	(1) In all civil cases (other than Tax Protection), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date You or an Insured Person first became aware of it) (2) In all criminal cases, when the Insured Person first broke or is alleged to have first broken the criminal law in question (3) Tax Enquiries, when HM Revenue and Customs first notifies in writing the intention to make enquiries (4) Employer Compliance and Value Added Tax (VAT) Dispute, when the relevant authority sends an assessment or written decision to You (5) Licence or registration appeals, when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence, mandatory registration or British Standard Certificate of Registration.
Employer Compliance Dispute	A dispute with HM Revenue and Customs concerning Your compliance with Pay As You Earn (PAYE), Social Security, Construction Industry or IR35 legislation and Regulations.
Insured Person	You or any director or partner, of Yours, any employee of Yours under a contract of employment with You or any other person agreed with Us.
Legal Proceedings	Legal action for (1) the pursuit or defence of a claim for damages (2) the defence of a criminal prosecution (3) appeal proceedings (4) the pursuit or defence of a claim for specific performance or injunction dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.
Preferred Law Firm or Tax Consultancy	A law firm, accountancy firm, barristers' chambers or tax expert We choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim. They are appointed according to the DAS Standard Terms of Appointment which are available on request.
Prospects of Success	In respect of all civil Legal Proceedings, that it is always more likely than not (at least 51%) that an Insured Person will (1) recover damages or obtain any other legal remedy which We have agreed to (2) make a successful defence (3) make a successful appeal or defence of an appeal. Prospects of success will be assessed by Us or an Appointed Representative on Our behalf. In respect of criminal Legal Proceedings, there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.
Tax Enquiry	A written notice of enquiry, issued by HM Revenue and Customs to carry out an Income Tax or Corporation Tax compliance check which either (1) includes a request to examine any aspect of Your books and records, or (2) advises of a check of Your whole tax return.
The Territorial Limits	Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands.
Value Added Tax (VAT) Dispute	A dispute with HM Revenue and Customs following the issue of an assessment, written decision or notice of a civil penalty relating to Your VAT affairs.

Employee Dishonesty

YOUR OBLIGATIONS UNDER THIS SECTION
To benefit from the full Cover Limit, You must
- **operate and comply with The Controls, and**
- **be able to produce References for every Member of Staff involved or implicated in a claim, engaged after the original commencement date of this Section or the original commencement date of any previous policy or cover issued by any Aviva company, whichever is the earlier.**

Cover

We will cover You for direct loss of Money or other property You own, lease or hire arising solely and directly as a result of any acts of fraud or dishonesty by any of Your Employees.

Such acts of fraud or dishonesty must

- occur after the Retroactive Date and be committed before the final expiry date of this Section
- be committed with the clear intention of making, and result in, Improper Gain, and
- be discovered by You during the Period of Insurance or the Discovery Period.

The most We will pay for any One Claim is the Cover Limit.

We will not cover You for the Excess stated in Your Schedule.

1.	**Professional Audit Fees**	
1.1	We will pay, in addition to the Cover Limit, for any professional audit fees incurred with Our written agreement solely to substantiate the amount of any claim.	
1.2	The most We will pay is stated in Your Schedule.	

Exceptions

The following outlines what We will not make payment for under this Section. We will not cover You for	
✗	✓
1. loss caused by or involving any Employee **1.1** who You do not have the right to supervise and direct **1.2** who, at the time of committing any act of fraud or dishonesty, legally or beneficially controls more than a 5% interest of Your share or capital **1.3** subsequent to Your discovery of actual or suspected dishonesty by the Employee **1.4** whose normal place of employment is outside The Defined Territories **1.5** whom You are unable to identify by name.	
2. any loss the proof of which is dependent upon an inventory calculation or a profit and loss calculation alone	
3. loss of a consequential nature including but not limited to loss of potential income interest and dividends and additional expenditure based on incorrect figures and reports	
4. penalties and fines	
5. loss covered under Property Damage Cover items Money or Assault.	**5.1** However, We will pay for any amount in excess of that provided under such Cover items.

If You Have a Claim

	✔	✘
1.	**Non Accumulation of Liability**	
1.1	If a claim results from acts of fraud or dishonesty committed in more than one Period of Insurance, the Cover Limit does not accumulate.	
1.2	All such acts will form part of One Claim and the most We will pay for all acts regardless of the Period of Insurance in which they were committed, will be the Cover Limit.	
2.	**Recoveries**	
2.1	If any amounts are recovered they will be distributed in the following order:	
2.1.1	To cover the costs of recovery	
2.1.2	To You for the amount of Your loss in excess of the Cover Limit	
2.1.3	To Us for the amount paid under the claim	
2.1.4	To You for the Employee Dishonesty Excess.	
3.	**Other Insurance**	
3.1	Where part of a loss is covered under this Section and part under a policy held by You which predates this Section, the Excess applicable to the loss under this Section shall be reduced by the excess or deductible actually applied to the loss under such prior policy.	
3.2		We will not be liable to cover You in respect of any Excess beyond the amount which would be payable under such other insurance policy had this Section not been effected.

Personal Accident

Cover

We will pay You or Your personal representatives Compensation if any Insured Person, during the Period of Insurance, suffers Accidental Bodily Injury caused solely, directly and independently of any other cause which results in any of the following Incidents:

Incidents

1. Death
2. Loss of Hearing
3. Loss of Sight
4. Loss of Speech
5. Loss of Limb
6. Permanent Total Disablement
7. Temporary Total Disablement.
8. Temporary Partial Disablement

Compensation for Incidents 7 or 8 shall not be payable for the first 14 consecutive days unless the period of each and every injury exceeds 14 consecutive days. When We pay Compensation under incidents 7 or 8 above, We will also pay up to 15% of this amount for Medical Expenses up to a maximum amount of £500 per Insured Person.

Compensation for Incidents 7 and 8 will be paid once every 4 weeks for a maximum of 2 years from the date that the disablement started and will end for the Insured Person if We then pay Compensation for the same injury under any of Incidents 1 to 6. The amount of Compensation We will pay in respect of Incident 7 will not exceed 100% of the Insured Person's Weekly Wage at the time of the Incident.

The most We will pay You for any Insured Person is the Compensation amount stated in Your Schedule.

We may require, at Our expense, an Insured Person to undergo a medical examination, or in the event of Death, a post mortem examination to be carried out. However at Your own expense, You or Your legal representative must provide Us with any certificate, information or evidence in the format We require

We will not make any payment for any claim relating to any non-contracting parties right to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

1. Disappearance

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

1.2 However, You will repay any Compensation if the Insured Person is found alive.

If You Have a Claim

1. **Amounts Payable** **1.1** We will not pay more than the maximum accumulation limit of £1,000,000 for any one Accident. If the aggregate amount of all Compensation payable exceeds the maximum accumulation limit, the Compensation payable to each Insured Person will be proportionately reduced until the total of all Compensation payable does not exceed the maximum accumulation limit.	

Exceptions

The following outlines what We will not make payment for under this Section.

We will not provide cover for

		✗	✓
1.	the Insured Person suffering from any disability due to a gradually operating cause		
2.	suicide or attempted suicide		
3	deliberate exposure to danger (except in an attempt to save human life)		
4.	the Insured Person's own criminal act		
5.	the Insured Person being in a state of insanity		
6.	flying or other aerial activities (except while travelling as a passenger by a recognised airline)		
7.	an Insured Person practising for or taking part in mountaineering or rock climbing requiring use of ropes or guides, pot-holing, winter sports outside the United Kingdom. Any kind of racing (except foot races), speed or time trials, and/or naval, military or air force service or operations		
8.	the effects of alcohol or drugs (other than drugs prescribed by a doctor).		
9.	any treatment for drug addiction		

10. Terrorism

10.1 any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism, regardless of any other contributory cause or event, except as stated in Special Provision - Terrorism below.

10.2 In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism, or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism, regardless of any other contributory cause or event, is not covered under this Section, You will have to prove that any such consequence is covered (or is covered beyond that limit of liability) under this Section.

10.3 Special Provision - Terrorism

10.3.1 Subject otherwise to the terms of the policy, the above exclusions will not apply to the Personal Accident Section, but the Cover Limit for the purpose of this Special Provision will not exceed the lower of

10.3.1.1 any limits amounts payable or maximum accumulation stated in Your Schedule, or

10.3.1.2 £1,000,000.

10.3.1.3 This will be the total amount payable in respect of all losses arising out of any one occurrence.

10.3.1.4 In the event of a claim exceeding the total amount payable under **Special Provision – Terrorism**, Our liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

Policy Conditions

The following Policy Terms and Conditions apply to all Sections of Your Policy, unless stated otherwise. These should be read in conjunction with any Terms and Conditions which apply to other Sections of Your Policy.

Alteration of Risk

We may choose to cancel the policy from the date of alteration where

(1) there has been any alteration to the Property Insured, Your Premises and/or Your Business which increases the risk of loss, liability, destruction, damage, accident or injury, or

(2) Your interest ceases except by will or operation of law

unless We have accepted the alteration

Arbitration

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

Cancellation

This condition only applies to Terrorism Section

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

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

(1) claim(s) made under this Section for which We have made a payment or which are still under consideration

(2) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us

during the current Period of Insurance.

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

You must

(3) purchase Terrorism cover in respect of all

(a) property and premises owned by You or any of Your subsidiary companies or for which You or they are responsible

and

(b) if applicable, Business Interruption and Book Debts exposures of Yours or theirs

unless We agree otherwise in writing

Cancellation

(1) You may cancel this policy at any time after the date We have received the premium (or at least one monthly premium instalment) by providing at least 30 days' written notice to Us.

(2) We may cancel this policy if You do not pay Your monthly premium when it is due. If You do not pay the first monthly premium, Your policy will not be valid. If You miss a payment after that, We will write to You giving You at least 14 days' notice of a further date to pay by. If We do not receive payment by that date, We will cancel the policy and/or additional cover options.

If Your policy is cancelled under (1) or (2) above, We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period. This is provided that, during the current Period of Insurance, there has been no:

(a) claim made under the policy for which We have made a payment

(b) claim made under the policy which is still under consideration

(c) incident which You are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to Us.

(3) If We have not agreed a monthly premium instalment plan with You, We will cancel this policy from the inception date if the premium is not paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

(4) We may also cancel this policy at any time by providing at least 30 days' written notice to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that, during the current Period of Insurance, there has been no:

(a) claim made under the policy for which We have made a payment

(b) claim made under the policy which is still under consideration

(c) incident which You are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to Us.

Contribution
This condition only applies to Public and Products Liability Section and Employers' Liability Section

If the insurance provided by these Sections is also covered by another policy (or would if it was not for the existence of these Sections), We will only cover You for any excess amount beyond that which would be payable under such other insurance if these Sections had not been effected.

Contribution
Applicable to all other Sections insured by this policy

If any loss, destruction, damage or liability covered by this policy is also covered by another insurance policy, (or would be if this policy did not exist), We will only pay a rateable share of the claim. If the other insurance policy is subject to a condition of average and this policy is not, this policy will then become subject to the same condition of average.

If the other insurance covering the Property Insured has a condition which excludes proportional payment in whole or in part, the payment We make will be limited to the percentage of loss, destruction or damage that the Sum Insured bears to the value of the Property.

Discharge of Liability

We may choose at any time to pay the Cover Limit, the Sum Insured, or a smaller amount for which a claim can be settled. We will not make any further payment for that claim except for Costs and Expenses which were incurred before the payment of the claim.

Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

(1) refuse to pay the claim

(2) recover from You any sums paid by Us to You in respect of the claim

(3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person, or anyone acting on their behalf, is fraudulent or fraudulently exaggerated, or supported by a false statement or fraudulent means, or fraudulent evidence is provided to support the claim, We may

(1) refuse to pay the claim

(2) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided)

(3) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

Identification

The policy and Schedule will read as one contract.

Index Linking

The following is applicable at Renewal

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

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

In the event of a negative index We will retain Your existing amounts insured unless You advise Us otherwise.

The following is applicable to Claims

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

Non Disclosure, Misrepresentation or Misdescription

(1). Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

(a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;

(b) where the breach was neither deliberate nor reckless, and but for the breach:

(i) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid

(ii) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement and/or

(iii) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

(2). Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

(a) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid

(b) where the breach was neither deliberate nor reckless, and but for the breach:

(i) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid

(ii) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made.

and/or

(iii) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This clause operates in addition to any provisions relating to underinsurance in this policy.

Our Rights

If Damage occurs which may lead to a claim We may

(1) enter or take possession of the building or premises

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

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

Not applicable to the Employers' Liability or the Public and Products Liability Sections.

Paying Monthly

Your monthly premiums will be due on the agreed date and on the same date of each following month. We will give You one month's cover for each monthly premium You pay starting from the cover start date.

If You do not pay Your first monthly premium Your policy will not be valid. If You have paid at least one monthly premium and then You don't pay any premium amount after that when due, We will cancel Your policy as explained in the Cancellation Condition.

Reinstatement

When We reinstate or replace any of Your property, You will pay to provide any plans, documents, books and information that We require.

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

The most We will pay for any one item is the Sum Insured

Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

Severability of Interest

Applicable to all Sections other than the Employers' Liability Section and the Public and Products Liability Section.

If The Policyholder comprises more than one party, each operating as a separate and distinct entity, the policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that, for the purposes of the

(1) Total Sum Insured;

(2) Sum Insured;

(3) Cover Limit;

(4) Limits of Liability; or

(5) any other loss limit, limit of liability or indemnity, and/or any amount payable

stated in Your Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between

(1) Aviva as one party

and

(2) The Policyholder as the other party.

Subjectivity

(1) At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- (a) providing Us with any additional information
- (b) completing any actions agreed between You and Us
- (c) allowing Us to complete any actions agreed between You and Us.

(2) If required by Us, You must allow Us access to Your Premises and/or Your Business to carry out survey(s), and Your compliance with any risk improvements identified.

If this is the case, then Your Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates), We may choose to

(i) alter Your premium

(ii) amend the terms and conditions of Your policy

(iii) require You to make alterations to Your Premises insured by the required date(s), and/or to comply with any risk improvements identified

(iv) exercise Our right to cancel Your policy under Policy Terms and Conditions item – Cancellation

(v) leave Your policy terms, conditions and premium unaltered.

If We proceed with any of 1(a), 1(b) and 1(c) above, 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 unexpired period of cover

Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to recover losses We become entitled to from other parties, following Our payment for loss, destruction, damage, accident or injury.

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

Policy Definitions

A Definition is a statement of the meaning of a word, phrase or term. The Definitions listed below apply to the Policy and will have the same meaning wherever they appear within this Policy.

On Line

If you are viewing this document on line, the explanation for a defined word, phrase or term can be viewed by hovering your mouse over the word, phrase or term. Defined words, phrases or terms will always start with a capital letter, for example 'Your Property'.

Accident	A sudden violent external unforeseen and identifiable event
Accidental Bodily Injury	Exposure or injury caused by Accidental and/or violent means, occurring within 24 months from the date of the Accident by which such injury is caused.
Act of Terrorism	Act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM Government in the United Kingdom or any other government de jure or de facto
Asbestos	Asbestos, asbestos fibres or any derivatives of asbestos.
Attendance Expenses	The salary or wages of the Insured Person for the time they are off work (a) to attend any arbitration, court or tribunal hearing at Our request (b) as a defendant or while attending jury service. The maximum We will pay is the Insured Person's net salary or wages for the time that they are absent from work, less any amount You, the court or tribunal, have paid them.
Bodily Injury	**Applicable to all sections EXCEPT the Employers' Liability and Public and Products Liability sections.** Bodily injury by violent and visible means which, directly and independently of any other cause, results in death or disablement. **Applicable to Employers' Liability and Public and Products Liability sections.** Bodily injury including death, illness, disease or nervous shock.
Book Debts	The total last recorded by You in Your Customers' Accounts 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 for the period between the last statement date and the date of the Damage, and (3) any abnormal trade condition which had, or could have had, a material effect on Your Business. The adjusted figures will, as closely as possible, represent the figures which would have been obtained at the date of the Damage, had the Damage not occurred.
Building(s)	The building including (a) interior decorations and landlords' fixtures and fittings and tenants improvements (b) telecommunication television and radio aerials, satellite dishes, aerial fittings and masts (c) solar panels attached to the buildings (d) outbuildings, roads, pavements, fences, gates, paths, drives, fixed signs, garden walls, patios, terraces, ornaments and statues, car parks, electric vehicle charge points, cess pits and septic tanks, oil tanks (e) underground pipes, cables and wires (f) gangways, pedestrian malls, pedestrian access bridges, hardstandings, bollards, barriers, flag poles, lamp posts, street furniture (g) video, audio and building management and security systems and equipment (h) trees, shrubs, hedges, plants and turf used in landscaping.
Business Hours	Your normal working hours and any other period during which You or any Employee, entrusted with Money are on Your Premises in connection with Your Business.
Compensation	Damages, including interest.
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.
Computer System	A computer or other equipment or component or system or item which processes stores transmits or receives Data.
Costs and Expenses	(1) Fees for The Insured's legal representation at any Coroner's Inquest or Fatal Accident Enquiry or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty (2) costs and expenses incurred with Our written consent (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of cover under this Section.

Cover Limit

Applicable to all sections EXCEPT Employers' Liability and Employee Dishonesty sections

The maximum amount, stated in Your Schedule, which We will pay for any or all claims arising out of one cause. For Products Supplied or Pollution or Contamination, the Cover Limit will apply to the total of all claims occurring in any one Period of Insurance.

Applicable to the Employers' Liability section.

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

Applicable to the Employee Dishonesty Section

The limit stated in Your Schedule.

Covered Loss

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

Customers' Accounts

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

Damage

Physical loss, destruction or damage.

Data

Applicable to all sections EXCEPT Terrorism section.

All information which is electronically stored, electronically represented or contained on any current and back-up disks, tapes or other materials or devices used for data storage. **This includes but is not limited to operating systems, records, programs, software or firmware, code or series of instructions.**

Applicable to the Terrorism section.

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

Data Storage Materials

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

Denial of Service Attack

Applicable to all sections EXCEPT Terrorism section.

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data. **This includes, but is 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.**

Applicable to the Terrorism section.

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

Discovery Period

The period of up to 60 days immediately following the expiry of the Period of Insurance (in respect of which a claim is made under this Section) or earlier termination of this Section.

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

Employee

Any person who is

(1) under a contract of service or apprenticeship with You
(2) borrowed by or hired to You
(3) a labour master or supplied by a labour master
(4) employed by labour only sub-contractors
(5) self employed
(6) under a work experience or training scheme
(7) a voluntary helper

while working under Your control in connection with The Business

(8) an outworker or homeworker when engaged in work on Your behalf.

Endorsement/ Endorsements

An alteration to the terms of Your Policy

Excess/ Excesses

Applicable to all sections EXCEPT Terrorism section.

The amount(s) specified in Your policy or Your Schedule which We will deduct from each and every claim. You will repay any such amount paid by Us.

Applicable to the Terrorism section.

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

Failure

Any partial or complete reduction in the performance availability, functionality or the ability to recognise or process any date or time, of any Computer and Electronic Equipment, website or other electronic means of communication.

Hacking

Applicable to all sections EXCEPT Terrorism section.

Unauthorised access to any computer or other equipment, component, system or item which processes, stores or retrieves data whether Your property or not.

Applicable to the Terrorism section.

Unauthorised access or legitimate access resulting in unauthorised acts to any Computer System by whatever means, whether Your property or not.

Heads of Cover

Any of the following types of direct insurance cover

(1) Buildings and completed structures

(2) Other property

(3) Business Interruption

(4) Book Debts

insured under this policy.

Improper Gain

The improper financial benefit to the Employee or to any other person or organisation intended by that Employee to receive such benefit.

Improper Gain does not include salaries, commissions, fees or other benefits earned or paid in the normal course of employment.

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

Individual

Any person other than

(1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business

(2) a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual

(3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:

(a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or

(b) located in premises owned by any such person,

and the commercially occupied proportion of the property does not exceed 20%

(4) an individual insuring property that is of sole commercial use

(5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%.

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

Insured Event(s)

(1) fire

(2) lightning

(3) explosion

(4) aircraft and other aerial or spatial devices dropped from them

(5) earthquake

(6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances

(7) storm or flood

(8) escape of water from any tank, apparatus or pipe

(9) falling trees

(10) impact

(11) escape of fuel from any fixed oil heating installation

(12) malicious persons other than thieves

(13) theft or attempted theft

Insured Person

Applicable to all sections EXCEPT Commercial Legal Protection Section.

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

Licence

Licence for the sale of excisable liquor.

Loss of Data

Applicable to all Sections EXCEPT Employers' Liability and Public and Products Liability.

Loss, destruction, alteration or loss of use of physical or electronic Data. **This includes, but is 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**

Applicable to the Public and Products Liability Section.

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part. **This includes but is 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.**

Loss of Hearing

Total and permanent loss of hearing in one or both ears

Loss of Licence

(1) forfeiture due to licensing regulations

(2) refusal to renew by the licensing authority

due to causes beyond Your control.

Loss of Limb

In respect of

(1) an arm

(a) physical severance of all four fingers

or

(b) total and permanent loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)

and/or

(2) a leg

(a) physical severance

or

(b) total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).

Loss of Sight

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

(1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist

(2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech

Total and permanent loss of speech.

Maximum Indemnity Period

The number of months stated in Your Schedule, unless otherwise stated within any cover item.

Member of Staff

Any person under full time, part time or temporary contract of service or apprenticeship with You in the ordinary course of Your Business and whom you remunerate by salary, wages or commissions and have the right to govern or direct in the performance of such service.

Money

Current coins, 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, trading stamps and VAT invoices.

Nuclear Installation

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

(1) the production or use of atomic energy;

(2) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or

(3) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

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

One Claim

All acts of fraud or dishonesty committed by any one Employee or two or more Employees involved or implicated together or where they assist each other materially.

See Non Accumulation of Liability within the If You Have a Claim section of the Employee Dishonesty Section.

Period of Insurance

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

Permanent Total Disablement

Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which

(1) wholly prevents the Insured Person from engaging in or giving attention to their usual occupation

and

(2) lasts without interruption for more than 12 months from the date of the incident

and

(3) in all probability will continue for the remainder of the Insured Person's life.

Personal Injury

(1) Bodily Injury

(2) Wrongful

(a) arrest, detention or imprisonment.

(b) eviction.

(c) accusation of shoplifting.

Phishing

Applicable to all sections EXCEPT Terrorism section.

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

Applicable to the Terrorism section.

Any access or attempted access to Data or a Computer System made by means of misrepresentation or deception whether effected by or to a human, a Computer System, an artificial intelligence system or by whatever means.

Pollution or Contamination

(1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere

and

(2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

Principal

Any person who is an owner, partner, director or trustee who is not also a Member of Staff in some other capacity.

Products Supplied

Anything which is

(1) manufactured, sold, supplied, processed, altered or treated

(2) repaired, serviced or tested

(3) installed, constructed, erected or transported

by You or on Your behalf and which is no longer in the custody or control of The Insured

Property

Applicable to all sections EXCEPT Terrorism section.

Material property.

Applicable to the Terrorism section.

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

(1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless

(a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or

(b) not insured in the name of an Individual

(2) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

Property Insured

Property Insured as stated in Your Schedule.

Unless specifically stated in Your Schedule, this does not include negotiable instruments and specie, securities and bonds, jewellery, precious stones and metals, bullion, furs, curios and antiques, rare books, works of art, china, earthenware, marble or other fragile objects, documents, manuscripts, business books, computer systems records, explosives and hazardous substances, stock and materials in trade.

Residential Property

Private dwelling houses, flats, household goods and personal effects.

Retroactive Date

The date which this Section was first incepted, or where equivalent cover to that provided under this Section has been continuously maintained in full force and effect prior to the inception of this Section, the date which first applied to such equivalent cover.

References

The background checks on Members of Staff as stated in Your Schedule which are undertaken by You prior to the engagement of Members of Staff.

Stock and Materials in Trade

Stock & Materials in Trade connected with Your Business which are owned by You or for which You are responsible

Temporary Partial Disablement

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

Temporary Total Disablement

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

Territory

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

Terrorism

Applicable to Employers' Liability and the Public and Products Liability Sections

(1) Any act or acts including but not limited to the use or threat of force and/or violence and/or

(2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

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

The Controls

The fraud control procedures which must be carried out by You as stated in Your Schedule.

The Defined Territories

Applicable to all sections EXCEPT the Employers' Liability and Public Products Liability sections.

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

Applicable to Employers' Liability and Public and Products Liability sections.

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

The Insured(s)

(1) You

(2) Your personal representatives in respect of legal liability You incur

(3) At Your request, including the personal representatives of these persons

- (a) any director, partner, or Employee of Yours
- (b) the officers, committees and members of Your
  - (i) canteen, social, sports, educational and welfare organisations
  - (ii) first aid, fire, security and ambulance services

  in their respective capacities as such
- (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
- (d) those who hire plant to You to the extent required by the hiring conditions

for legal liability for which You would have been entitled to indemnity if the claim had been made against You.

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

The most We will pay will not exceed the Cover Limit regardless of the number of parties claiming to be insured.

The Territorial Limits

Applicable to Public and Products Liability section.

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

Applicable to Employers' Liability Section

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

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

The Works

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

Treasury

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

Unattended Vehicle

Any vehicle where neither You nor any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

Unoccupied

Any building or portion of a building that is

(1) not physically occupied by You or Your Employees during Your normal working hours, and/or

(2) not used for the purposes of Your Business, and/or

(3) empty, vacant, disused, untenanted or unfurnished, and/or

(4) awaiting refurbishment, redevelopment, renovation or demolition

for a period in excess of 45 consecutive days.

Virus or Similar Mechanism

Applicable to all sections EXCEPT Terrorism section.

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.
This includes but is not limited to trojan horses, worms and logic bombs.

Applicable to the Terrorism section.

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

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

We/Us/Our

Aviva Insurance Limited.

Your Business

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

Your Premises/ The Premises

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

Your Schedule

The document which specifies details of The Policyholder, Your Premises, Property Insured, sums insured, Cover Limit and your obligations, Conditions, Excesses and Endorsements applying to the policy.

You/Your/The Policyholder

The person(s), company(ies), partnership(s) or unincorporated association(s) named in Your Schedule as The Policyholder.

Complaints Procedure

Our promise of service

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all of Our customers' problems promptly. To ensure that We provide the kind of service You expect We welcome Your feedback. We will record and analyse Your comments to make sure We continually improve the service We offer.

What to do if You are unhappy

If You are unhappy with any aspect of the handling of Your insurance We would encourage You, in the first instance, to seek resolution by contacting Your insurance adviser or usual Aviva point of contact

What will happen if You complain to Aviva:

If We are unable to resolve Your concerns quickly, We will:

- Acknowledge Your complaint promptly.
- Assign a dedicated complaint expert who will review Your complaint.
- Carry out a thorough and impartial investigation.
- Keep you updated of the progress.
- Do everything We can to resolve things as quickly as possible.
- Provide a response within eight weeks of receiving Your complaint, this will inform You of the results of Our investigation or explain why this isn't possible.

Where We have been unable to resolve Your concerns or been unable to resolve Your complaint within eight weeks, You may be able to ask the Financial Ombudsman Service to carry out an independent review. Whilst We are bound by their decision, You are not. Contacting them will not affect Your legal rights.

You can contact the Financial Ombudsman Service by telephone on 0800 023 4567. You can also visit their website at **www.financial-ombudsman.org.uk** where You will find further information

Aviva Insurance Limited. Registered in Scotland No. SC002116.
Registered Office Pitheavlis Perth Scotland PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by
the Financial Conduct Authority and the Prudential Regulation Authority.
Firm Reference Number 202153.

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