



PHOTOGRAPHIC ALLIANCE OF GREAT BRITAIN

Policy

Arranged by



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Introduction

Welcome to RSA. Thank **You** for choosing **Us** as **Your** insurer.

Your Policy (including the **Schedule**, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if **You** mislay any part of **Your Policy** documentation.

Please read the **Policy** and **Schedule** carefully and if they do not meet **Your** needs return them to **Us** or **Your** insurance intermediary.

Customer Care

Claims Helpline

We recognise that losses mean disruption to **Your** business and that the ultimate test of any insurance policy is providing a fast, effective claims service. **We** also realise that running a business means that it might not be convenient for **You** to report a claim to **Us** during normal office hours. That's why **You** can now notify **Us** of any claim when it suits **You** – any time of the day or night. All **You** have to do is call.

Further details are contained in the Policy Summary provided with **Your Policy**.

24 hour Claims Helpline

0345 300 4006

(Please quote **Your** Policy Number which can be found on **Your Schedule**).

Emergency Repairs

Should emergency repairs be needed to **Your** property, **We** will put **You** in touch with a tradesman from **Our** carefully selected panel. You will have to pay the cost of any work done, but where the damage is caused by an insured event, **You** can of course submit the cost as part of **Your** claim. Whatever the nature of the emergency, **You** just need to make a single phone call.

Catastrophe Claim

If **You** are faced with a major catastrophe, such as a serious fire or flood, **We** recognise that **You** will need expert assistance immediately. We will send a representative to help **You** in a major crisis, 24 hours a day, 365 days a year.

Advice Lines

Where do **You** turn for answers to questions that affect **Your** business? Our advice lines will put **You** in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

- Legal assistance
- Health and Safety issues
- Tax advice.

Please call the 24 hour Helpline **0345 078 7543** quoting code **70201**.

Your Policy

This **Policy** is a contract between **You** (also referred to as the **Policyholder** or **Your**) and **Us** (also referred to as the Company, **We**, **Our** or **RSA**).

We would advise for clarity that although there may be more than one party detailed as **Policyholder** in the **Schedule**, in terms of the application of Sums Insured, Limits of Indemnity or cover under the **Policy**, there is still only one **Policyholder** or one party or legal entity so there will only be two parties to the contract of insurance.

This **Policy** and any **Schedule**, Endorsements, Clauses and Certificates should be read as if they are one document.

Our acceptance of this risk is based on the information presented to **Us** being a fair presentation of **Your** business including any unusual or special circumstances which increase the risk and any particular concerns which have led **You** to seek insurance.

We would draw **Your** attention to the Policy Conditions – Policy Voidable where in the event of deliberate or reckless misrepresentation and/or non-disclosure of any unusual or special circumstances which increase the risk, **We** may void the policy.

Our continued acceptance is based on any changes from the original information presented being advised and accepted by **Us**.

We also draw **Your** attention to the Policy Conditions – Alterations where a change in risk shall allow **Us** to avoid a claim or impose additional terms or conditions.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this **Policy** is for ease of reference only and does not affect its interpretation.

In the United Kingdom the law allows both parties, both **You** and **Us**, to choose the law applicable to this contract. This **Policy** will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands depending upon **Your** address as shown in the **Schedule**. If there is any dispute as to which law applies it will be English Law.

You agree to submit to the exclusive jurisdiction of the English courts.

This **Policy** may be cancelled:

- A) by **Us** giving 30 days notice, in writing to **You** at **Your** last known address.
- B) by **You** giving 30 days notice in writing to **Us** at the address shown in the **Schedule**.

You will be entitled to a proportionate return of premium unless a claim has been made in the current **Period of Insurance**.

For and on behalf of Royal and Sun Alliance Insurance plc.



Scott Egan,
Chief Executive Officer, RSA UK & International

Claim Notification

Conditions that apply to this **Policy** in the event of a claim are set out in the **Policy** Conditions pages of this **Policy**. It is important that **You** comply with all **Policy** Conditions and **You** should familiarise yourself with their requirements.

Directions for claim notification are included in the **Policy** Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The **Policy** Conditions require **You** to provide **Us** with any reasonable assistance and evidence that **We** may require concerning the cause and value of any claim. Ideally, as part of **Your** initial claim notification, **You** should provide:

- **Your** name, address, and **Your** email and contact numbers
- Personal details necessary to confirm **Your** identity
- **Policy** number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable **Us** to make an initial evaluation on policy liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **You** are claiming for is beyond repair

Sometimes **We** or someone acting on **Our** behalf, may wish to meet with **You** to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

We take pride in the claims service **We** offer to **Our** customers. Our philosophy is to repair or replace lost or damaged property, where **We** consider it appropriate, and **We** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where **We** can offer repair or replacement through a preferred supplier but **We** agree to pay a cash settlement, then payment will normally not exceed the amount **We** would have paid **Our** preferred supplier.

Property Damage Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Events

THE FOLLOWING EVENTS ONLY APPLY WHERE SHOWN AS INCLUDED UNDER OPERATIVE EVENTS IN THE SCHEDULE.

- 1 Fire, smoke, lightning, explosion and earthquake.
- 2 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.
- 3 Storm or flood.
- 4 Escape of water from any tank, apparatus, pipe or appliance.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** to **Property** caused by its undergoing any process involving the application of heat.
- 3 **Damage**
 - A) caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to **You** or under **Your** control in which internal pressure is due to steam only
 - B) to any vessel, machine or apparatus or its contents resulting from the explosionbut this shall not exclude **Damage** caused by explosion of
 - i) any boiler
 - ii) gasused for domestic purposes only.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.
- 3 **Damage** arising from stoppage of work.
- 4 **Damage** in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
- 5 **Damage** in respect of any **Building** which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** caused solely by change in the **Water Table Level**.
- 3 **Damage** caused by frost, subsidence, ground heave or landslip.
- 4 **Damage** caused to fences, gates and moveable **Property** in the open.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** by water discharged or leaking from an automatic sprinkler installation.
- 3 **Damage** in respect of any **Building** which is empty or not in use.

What is covered

- 5 Impact by
 - A) any road vehicle including any fork lift truck or other industrial vehicle or
 - B) an aircraft or other aerial devices or articles dropped from them or
 - C) an animal.
- 6 Accidental escape of water from any automatic sprinkler installation.
- 7 Theft or attempted theft.
- 8 Subsidence, ground heave or landslip.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** in respect of any **Building** which is empty or not in use.
- 3 **Damage** by heat caused by fire.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage to Property at Your Premises** which does not involve
 - A) entry to or exit from that part of the **Building** occupied by **You** for the purpose of the **Business** by forcible and violent means or
 - B) actual or threatened assault or violence

other than **Damage** to closed circuit television equipment, alarm system equipment, television or radio receiving aerials and satellite dishes belonging to **You** or for which **You** are responsible and which are securely fixed to the external structure of the **Buildings**.
- 3 **Damage to Property** in any part of the **Building** not occupied by **You** for the purpose of the **Business**.
- 4 **Damage** to lead forming part of the exterior of the **Premises**.
- 5 **Damage** to moveable **Property** in the open.
- 6 **Damage to Property** in any outbuilding.
- 7 **Damage to Money** and securities of any description.
- 8 **Damage to Computer Equipment, Ancillary Equipment or Computer Systems Records**
 - A) in transit unless it is in the custody of **Your** director, principal, partner or **Employee**
 - B) from an unattended vehicle unless it is
 - i) concealed in a glove compartment or locked luggage compartment

and

 - ii) all points of access to the vehicle are locked or the vehicle is stolen at the same time.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.
- 3 **Damage** occurring as a result of the construction, demolition, structural alteration or structural repair of any **Property** at the **Premises**.
- 4 **Damage** arising from normal settlement or bedding down of new structures.
- 5 **Damage** commencing prior to the granting of cover under this Insurance.

What is covered

- 9 Oil escaping from a fixed heating installation or connected apparatus.
- 10 Falling trees or their branches.
- 11
 - A) Accidental breakage of fixed **Glass** and fixed sanitary ware
 - B) Accidental **Damage** to neon and illuminated signs and electric light fittingsforming part of the **Buildings** at the **Premises** and either owned by **You** or for which **You** are legally responsible for repair.
- 12 Any other accident.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 The cost of replacing the oil.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** caused by felling or lopping by **You** or on **Your** behalf.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage**
 - A) as a direct result of alterations to the framework or position of any **Glass** or neon and illuminated signs and electric light fittings or sanitary ware
 - B) while the **Premises** are empty or not in use
 - C) existing prior to the commencement of this Insurance and not subsequently replaced.
- 3 Any amount in excess of £10,000 any one loss.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** by any of the **Events** 1 – 11 or 13 or the causes shown under 'What is not covered' for each of these **Events** (whether or not insured).
- 3 **Damage** to any **Property** caused by
 - A) its own faulty or defective design or materials
 - B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause
 - C) faulty or defective workmanship, operational error or omission on **Your** part or that of **Your Employees**but this shall not exclude subsequent **Damage** which itself results from an insured **Event**.
- 4 **Damage** caused by
 - A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
 - B) change in temperature, colour, flavour, texture or finish
 - C) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping
 - D) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originatesbut not
 - i) such **Damage** which itself results from other **Damage** which is covered by this Insurance
 - ii) subsequent **Damage** which itself results from an insured **Event**.

What is covered

What is not covered

- 5 **Damage** caused by pollution or contamination.
- 6 **Damage** caused by acts of fraud or dishonesty.
- 7 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 8 **Damage** to a building or structure caused by its own collapse or cracking.
- 9 **Damage** to fences, gates and moveable **Property** in the open by wind, rain, hail, sleet, snow, flood or dust.
- 10 **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 11 **Damage** to **Property** other than **Computer Equipment, Ancillary Equipment** or **Computer Systems Records** in transit.
- 12 **Damage** to **Computer Equipment, Ancillary Equipment** or **Computer Systems Records** in transit unless it is in the custody of **Your** director, principal, partner or **Employee**.
- 13 **Damage** to **Money** and securities of any description.
- 14 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
- 15 **Damage** to **Property** or structures in course of construction or erection and to materials or supplies relating to such **Property** or structures.

Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

1 Extinguishment Expenses

The reasonable costs incurred by **You** in refilling fire extinguishing appliances and replacing used sprinkler heads solely as a result of insured **Damage** to the **Property Insured**.

2 Emergency Services

Damage to landscaped gardens and grounds caused by the emergency services when attending the **Premises** as a result of **Damage** by any of the insured **Events** 1 to 13 of this Insurance.

3 Glazing Repairs

The reasonable costs of

- A) any necessary boarding up or temporary glazing pending replacement of broken **Glass**
- B) removing and refixing of window fittings, framework and other obstacles to replacement
- C) repairing or replacing window frames
- D) replacing fixed **Glass** and sanitary ware in any part of the **Buildings** at the **Premises** also occupied by **You** as a private dwelling provided that such **Glass** and sanitary ware are not insured on another policy

incurred as a result of **Damage** by any of the insured **Events** 1 –13 of this Insurance.

4 Theft Cover Extension

- A) The cost of repairing **Damage** to the **Buildings** as a result of theft (whether or not the **Buildings** are insured by this Insurance) if **You** are responsible for the repairs and the **Damage** is not insured by another policy.
- B) The reasonable expenses incurred up to £1,000 in necessarily replacing locks to the **Buildings** or any safes or strongrooms in them following theft of keys from such **Buildings** or from the residence of any of **Your** authorised keyholding directors, partners or **Employees**.

5 Repair Costs

Repair costs for which **You** are responsible in respect of **Damage** to

- A) the **Buildings** caused by falling television or radio receiving aerials, aerial fittings and masts or satellite dishes
- B) underground water, gas and drainpipes or electricity cabling extending from the **Buildings** to the public mains.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.

- 1 **Your Contribution** as shown in the **Schedule**.

- 2 Any amount in excess of £10,000 any one loss.

- 3 The failure of any plant to germinate or propagate following replacement under this extension.

- 1 Any amount in excess of £10,000 any one loss including **Damage** covered by **Event** 11.

- 1 **Damage** to **Buildings** which **You** own but have failed to insure under this **Policy** or any other policy.

What is covered

6 Unauthorised Use of Electricity, Gas or Water

The cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the **Premises** without **Your** authority.

7 Loss of Metered Water

The additional metered water charges incurred by **You** as a result of **Damage** caused by any of the **Events** insured.

The amount payable shall be ascertained by comparing the charge made by the water suppliers on their accounts for the period during which the loss occurred with the normal charge but adjusted for any relevant factors affecting **Your** liability for metered water charges during such period.

8 Property at Other Locations

Damage to

- A) **Deeds and Documents** and **Transparencies** whilst removed from the **Premises** to any location and whilst in transit
- B) any other **Property Insured** (excluding **Computer Equipment, Ancillary Equipment, Computer Systems Records** and vehicles licensed for road use) whilst temporarily removed from the **Premises** to any location and whilst in transit for cleaning, renovation, repair or other similar purposes.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 Any amount in excess of £2,500 in any one **Period of Insurance**.
 - 3 **Damage** unless
 - A) the **Premises** have been inspected weekly by **You** or a responsible person on **Your** behalf prior to the unauthorised occupation of the **Premises**
 - B) all practicable steps are taken to terminate such unauthorised occupation and use of the electricity, gas or water as soon as it is discovered.
-
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 Any amount in excess of £10,000 any one loss.
 - 3 Any loss for which remedial action has not been taken within 14 days of the discovery of the **Damage**.
-
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 Any amount in excess of the following amounts:
 - A) in respect of **Deeds and Documents** and **Transparencies**

£25,000 any one loss or series of losses arising from the same insured **Event**
 - B) in respect of any one **Transparency**

£1,000
 - C) in respect of any other **Property Insured**

£250,000 any one loss.
 - 3 **Damage** by theft from
 - A) any building not permanently occupied by **You** for the purpose of the **Business** unless the building is securely locked
 - B) any unattended vehicle unless all points of access to the vehicle are locked or the vehicle is stolen at the same time
 - C) any vehicle which is away from **Your** own **Premises** or a site where **You** are working between the hours of 1800 and 0800 unless such vehicle is contained in a securely locked building or guarded security park.
 - 4 Any **Property** that is insured on another policy.
 - 5 **Damage** occurring outside Europe.

What is covered

9 Alterations and Additions – Buildings, Tenant’s Improvements, General Contents, Computer Equipment and Ancillary Equipment

- A) i) Alterations or additions made to any **Buildings** insured or
- ii) **Buildings, Tenant’s Improvements** or **General Contents** acquired or constructed during the **Period of Insurance**

at any **Premises** covered by this Insurance or elsewhere in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

- B) **Computer Equipment** or **Ancillary Equipment** acquired anywhere in the world and which is only away from the **Premises** on a temporary basis.

Cover will be subject to the terms of this Insurance and will apply from the time from which **You** became responsible for such **Property** until the next renewal of the **Policy** at which date specific insurance should be effected.

The sum insured (and **Declared Value**) by each item shall be deemed to be increased for that period only by the value of the additional **Property** insured under the item but by not more than 10% and subject to **Our** liability not exceeding £500,000 in respect of additional **Property** at any one premises.

10 Seasonal Increase in Stock

An increase in the sum insured on **Stock** for the Amount of Increase and Period(s) of the year shown in the **Schedule**.

11 Index Linking

An adjustment in the sums insured (and **Declared Values** where appropriate) shown on the **Schedule**, excluding **Rent**, will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following **Damage** provided the sums insured at the time of the **Damage** represent the full rebuilding or replacement cost as appropriate, and work is carried out without undue delay.

For **Your** protection **We** will not reduce **Your** sums insured if the index moves down unless **You** ask **Us** to.

No extra charge will be made for any increase in sums insured until the renewal of the **Policy** when the renewal premium will be based on adjusted sums insured.

12 Additional Rental Cost of Computer Equipment or Ancillary Equipment

Following **Damage** to **Computer Equipment** and **Ancillary Equipment** the additional rental cost incurred by **You** which is necessary to replace any existing rental, lease or hire agreement in respect of the damaged **Property**.

13 Accidental Discharge of Gas Systems

The cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the **Computer Equipment** and **Ancillary Equipment** following accidental discharge.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage to Property** insured on another policy.

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £7,500 any one loss.

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £5,000.
- 3 Any cost directly incurred as a result of the gas system being installed, commissioned or tested.

What is covered

What is not covered

THIS INSURANCE ALSO DOES NOT COVER

1 Marine Policies

Damage to Property which at the time of the **Damage** is insured or would but for the existence of this Insurance be insured by a marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Insurance not been effected.

2 Sonic Bangs

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

3 War and Allied Risks

Damage caused by

- A) riot or civil commotion unless such **Event** is specifically insured and then only to the extent stated
- B) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

4 Pollution and Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or **Damage to the Property Insured** caused by

- A) pollution or contamination which itself results from any **Event** insured (other than **Event 12**)
- B) any **Event** insured (other than **Event 12**) which itself results from pollution or contamination.

5 Radioactive Contamination

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

6 Terrorism

Damage caused by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland civil commotion.

This Insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

What is covered

What is not covered

In **Great Britain** and Northern Ireland Terrorism means

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

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

7 Electronic Risk

Damage to the **Property Insured** arising directly or indirectly from

- A) the transmission or impact of any **Virus**
- B) unauthorised access to a **System**
- C) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
- D) **Failure of a System**
- E) any misinterpretation, use or misuse of **Data**

but **We** will not exclude **Damage** to **Property Insured** caused by **Events 1 – 12** unless

- 1 such **Damage** arises from
 - i) any malicious act
 - ii) any omission
 - iii) theft where the theft is achieved by electronic means
 - iv) any of the causes shown under 'What is not covered' for each of **Events 1 – 12** (whether or not insured).
- 2 in respect of **Damage** to **Data** by **Event 7** (Theft) the theft is achieved by electronic means alone and the physical media on which the **Data** is held is not also stolen.

What is covered

What is not covered

8 Press aerial stunt and underwater photography

Damage to the **Property Insured** arising directly or indirectly from

- A) press photography
- B) aerial photography
- C) stunt photography
- D) underwater photography

9 Virus, Disease and Pandemic Exclusion

Notwithstanding any provision to the contrary within the **Policy**, the **Policy** does not cover loss, destruction or damage, or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to:

- A) Coronaviruses
- B) Coronavirus disease (COVID-19);
- C) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- D) Any mutation of or variation of A), B) or C) above;
- E) any infectious disease that is designated or treated as a pandemic by the World Health Organisation
- F) Any fear or anticipation of A), B), C), D) or E) above.

Property Damage Insurance – how We settle claims

If any of the **Property Insured** described in the **Schedule** suffers **Damage** by any **Event** covered under this Insurance

- 1 at the **Premises**
- or
- 2 in respect of **Computer Equipment**, or **Ancillary Equipment** anywhere in the world whilst temporarily away from the **Premises**

We will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability in any one **Period of Insurance** shall not exceed in the whole the total sum insured or in respect of any one item its sum insured or any other stated **Limit of Liability**.

How We settle claims for Damage to Buildings, Tenant's Improvements, Computer Equipment, Ancillary Equipment and General Contents

(other than motor vehicles, directors', partners' and **Employees'** personal effects, **Deeds and Documents and Transparencies**)

As long as the **Damage** is covered under this Insurance **We** will pay **You**.

Cost A

The cost of reinstatement which is

- 1 In respect of **Buildings, Tenant's Improvements and General Contents**
 - A) where the **Property** is destroyed the cost of rebuilding or in the case of **General Contents** the cost of replacement by similar **Property**
 - B) the cost of repairing or restoring the damaged portions where the **Property** is damagedall to a condition substantially the same as but not better or more extensive than its condition when new.
- 2 In respect of **Computer Equipment** and **Ancillary Equipment**
 - A) where the **Property** is destroyed or suffers **Damage** which is beyond economic repair
 - i) the cost of replacement by new **Property** of equal performance and specification
 - ii) the cost of **Property** of the next highest available specification and performance if **Property** of equal performance and specification cannot be found
 - B) where the **Property** suffers **Damage** the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new.

Cost B

The cost of complying with **Public Authorities** requirements which is such additional cost of reinstatement of the **Property** as may be reasonably incurred in complying with Building Regulations or local authority or other statutory requirements first imposed upon **You** following the **Damage**

provided that

- 1 the reinstatement is completed within twelve months of the occurrence of the **Damage** or
 - 2 within such further time as **We** may allow in writing
- excluding
- 1 the cost of compliance with any of the above regulations or requirements relating to undamaged **Property** or undamaged portions of **Property** other than foundations
 - 2 any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the above regulations or requirements.

Cost C

The cost of removing debris which is the cost reasonably incurred in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** excluding any costs or expenses

- 1 incurred in removing debris except from the site of such damaged **Property** and the area immediately adjacent to it
- 2 arising from pollution or contamination of **Property** not insured by this Insurance.

Cost D

The cost of professional fees which are those professional fees necessarily incurred in the reinstatement of the **Property** but not for preparing any claims.

Cost E

The cost **You** reasonably incur in taking steps under exceptional circumstances to prevent **Damage** occurring or to mitigate **Damage** which is occurring provided that

- 1 the **Damage** avoided was not reasonably foreseeable and that **Damage** would have occurred had **You** not taken steps to prevent it
- 2 **We** are satisfied that the steps taken by **You** have avoided or mitigated **Damage**.

The most **We** will pay **You** in respect of such costs is £5,000.

Cost F

The cost **You** necessarily and reasonably incur to undertake temporary repairs upon or to expedite the repair, reinstatement or replacement of **Property** which has suffered **Damage** but the most **We** will pay **You** in respect of such costs is £5,000.

Cost G

In respect of **Computer Equipment** and **Ancillary Equipment** the cost **You** necessarily and reasonably incur to reinstate programmes and information onto fixed disks.

Additional factors when settling these claims

The work of reinstatement on another site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to **Your** requirements provided that it does not increase **Our** liability.

Partial Damage

Where **Damage** occurs to only part of the **Property Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

Our rights against persons using Computer Equipment or Ancillary Equipment

We agree not to pursue any rights **We** may have against any person causing **Damage** whilst using **Computer Equipment** or **Ancillary Equipment** provided that the person

- 1 has **Your** authority to use the items
- 2 is subject to the terms and conditions of this **Policy** as they apply to **You**.

Alternative Basis of Settlement

Our liability shall be limited to the Alternative Basis of Settlement

- 1 until the cost of reinstatement has actually been incurred
- 2 if the work of reinstatement is not carried out as quickly as is reasonably practicable
- 3 if at the time of its **Damage** the **Property** is covered by any other insurance effected by **You** or on **Your** behalf and such other insurance is not on the identical basis of reinstatement defined in Cost A above
- 4 if in the **Schedule** it is stated that the Alternative Basis of Settlement applies.

Where the Alternative Basis of Settlement applies **We** will pay the value of the **Property** at the time of its destruction or the amount of the **Damage** including the cost of

- complying with Public Authorities' requirements
- minimising **Damage** and temporary repairs
- removing debris
- professional fees
- reinstating programmes and information onto fixed disks

as defined in Costs B, C, D, E, F and G above and subject to the provisions and exceptions applying to those costs.

Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the **Declared Value** applying to the relevant **Buildings, Tenant's Improvements, General Contents, Computer Equipment** and **Ancillary Equipment** item is less than 85% of the Insurable Amount (see below) **You** will be responsible for the difference and **You** will bear a proportionate share of the loss.

Insurable Amount is

- 1 in respect of **Buildings, Tenant's Improvements** and **General Contents** the total of the above Costs A, B, C and D
- 2 in respect of **Computer Equipment** and **Ancillary Equipment** the total of the above Costs A, B, C, D and G

in reinstating the **Property Insured** to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**.

However, if the loss is settled under the Alternative Basis of Settlement the **Declared Value** of the relevant item shall be 115% of the base value shown and the Insurable Amount shall be

- 1 in respect of **Buildings, Tenant's Improvements** and **General Contents** the total of the value at the time of the **Damage** of the **Property** insured by the item and the additional Costs B, C, D, E and F above
- 2 in respect of **Computer Equipment** and **Ancillary Equipment** the total of the value at the time of the **Damage** of the **Property** insured by the item and the additional Costs B, C, D, E, F and G above.

How We settle claims for Damage to Deeds and Documents and Transparencies

We will pay **You**

- 1 the value of the materials as stationery
- 2 the cost of clerical labour and computer time spent in reproducing such documents
- 3 the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded excluding the value to **You** of the information
- 4 the cost reasonably incurred in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** but excluding any costs or expenses incurred
 - A) in removing debris except from the site of such damaged **Property** and the area immediately adjacent to it
 - B) arising from pollution or contamination of **Property** not insured by this Insurance

but **We** will not pay in excess of £1,000 for any one **Transparency**.

The Insurable Amount shall be the value at the time of **Damage** of the **Property** insured by the item.

How We settle claims for Damage to Stock and other insured Property not specifically provided for

We will pay **You**

- 1 the value of the **Property** at the time of its destruction or the amount of the **Damage**
- 2 the cost reasonably incurred in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** but excluding any costs or expenses incurred
 - A) in removing debris except from the site of such damaged **Property** and the area immediately adjacent to it
 - B) arising from pollution or contamination of **Property** not covered by this Insurance.

Contract Price Provision for Stock

In respect only of goods sold but not delivered for which **You** are responsible and for which under the conditions of sale the sale contract is cancelled as a result of any **Damage** covered under this Insurance either wholly or to the extent of the **Damage** the amount payable will be based on the contract price.

Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the sum insured for **Stock** or other insured **Property** not specifically provided for is less than the Insurable Amount (see below), the amount otherwise payable shall be proportionately reduced.

The Insurable Amount shall be the contract price for those goods to which the 'Contract Price Provision for **Stock**' above applies or in the case of all other **Property**, the value at the time of **Damage**.

How We settle claims in respect of Rent of Buildings which suffer Damage

We will pay **You**

- 1 the actual reduction in **Rent** received solely as a result of the **Damage** if the loss relates to **Rent** receivable by **You**
- 2 the amount of **Rent** which continues to be payable by **You** in respect of the **Buildings** or portions of the **Buildings** whilst unfit for occupation solely as a result of the **Damage** if the loss relates to **Rent** payable by **You**

but **Our** liability shall be limited to the loss suffered within the **Period of Rent** insured (as shown in the **Schedule**) commencing from the date of the **Damage**.

Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the sum insured for **Rent** is less than the Insurable Amount (see below) the amount payable shall be proportionately reduced.

The Insurable Amount shall be the annual **Rent** receivable or payable as the case may be at the commencement of the **Period of Insurance**. Such amount to be proportionately increased to correspond with the **Period of Rent** insured where that period exceeds twelve months.

Other considerations when settling any claims under this Insurance

Designation

Where necessary the item heading under which any **Property** is insured shall be determined by the designation under which such **Property** appears in **Your** books.

Workmen

We accept that this Insurance will not be prejudiced by the presence of workmen on the **Premises** for the purpose of effecting repairs and minor structural and other alterations and also for general maintenance purposes and the like.

When We reinstate or replace Property

We may at **Our** own option reinstate or replace any **Property** destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner.

Plans and documents in support of a claim

You shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

Transfer of interest

If at the time of any insured **Damage** to any **Buildings** covered by this Insurance **You** shall have contracted to sell **Your** interest in such **Buildings** and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this Insurance in respect of such **Damage**. Such benefit shall be without prejudice to **Your** or **Our** rights and liabilities under this Insurance and up to the date of completion of the purchase provided the **Property** is not insured by the purchaser or on his behalf against such **Damage** on another policy.

Automatic reinstatement after a loss

In the absence of written notice by **You** or **Us** to the contrary within 30 days of the occurrence of any **Damage** the applicable sum insured (or other restriction on the amount of **Our** liability under this Insurance) shall not be reduced by the amount of any loss provided that **You** shall pay the appropriate additional premium for such automatic reinstatement of cover and provided also that in respect of **Damage** by theft (if insured) such automatic reinstatement shall apply on the first occasion only in each **Period of Insurance**.

Requirements which You must comply with to prevent loss or Damage

Failure to comply with any of the following requirements may result in Us not paying Your claim.

Fire Extinguishing Appliances

You shall maintain all fire extinguishing appliances in efficient working order.

Security Precautions

It is a requirement of this Insurance that

- 1 **You** shall ensure that whenever the **Business Premises** are left unattended
 - A) all locks, bolts and other protective devices are in full and effective operation
 - B) all keys (including those relating to any part of the **Intruder Alarm System**) are removed from the **Business Premises**.

All Risks Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

- 1 **Damage to Unspecified Equipment**

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of the sum insured shown in the **Schedule**.

THIS INSURANCE ALSO DOES NOT COVER

- 1 Any **Property** that is insured on another policy.
- 2 **Damage** by theft from any vehicle unless the **Property** is concealed in a glove compartment or locked luggage compartment and either
 - A) all windows and sunroofs are fully closed and all doors and other means of access to the vehicle including the boot are locked
 - or
 - B) entry or access to the vehicle has been effected by forcible and violent means.
- 3 **Damage** caused by
 - A) delay, confiscation or detention by order of any Government or Public Authority
 - B) counterfeit, substitute or foreign coins.
- 4 **Damage** to the contents of machines unless such contents are shown in the **Schedule**.
- 5 **Damage** as a result of any person obtaining any **Property** by deception.
- 6 **Damage** occurring outside the **Territorial Limits** as shown in the **Schedule**.
- 7 **Damage** caused by pollution or contamination.
- 8 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 9 **Damage to Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 10 **Damage** commencing prior to the granting of cover under this Insurance.
- 11 **Damage** caused by
 - A) its own faulty or defective design or materials
 - B) inherent vice, latent defect, wear and tear, gradual deterioration or gradually operating cause, frost or change in the **Water Table Level**

but not subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance

What is covered

What is not covered

- C) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
- D) change in temperature, colour, flavour, texture or finish
- E) mechanical or electrical breakdown, failure or derangement

but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.

- 12 **Damage to Money** and securities of any description.
- 13 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
- 14 **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 15 **Damage** or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from
 - A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.
- 16 **Damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- 17 A) **Damage to Data** which shall include but shall not be limited to
 - i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties
 - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.B) **Damage** to the **Property Insured** arising directly or indirectly from
 - i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above

but in respect of B i), B ii), B iii) and B iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

What is covered

What is not covered

18 Terrorism

Damage caused by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland
 - 1) riot or civil commotion
 - 2) strikers, locked out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion.

This Insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In **Great Britain** and Northern Ireland, Terrorism means

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

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

19 Press aerial stunt and underwater photography

Damage to the **Property Insured** arising directly or indirectly from

- A) press photography
- B) aerial photography
- C) stunt photography
- D) underwater photography

What is covered

What is not covered

20 Virus, Disease and Pandemic Exclusion

Notwithstanding any provision to the contrary within the **Policy**, the **Policy** does not cover loss, destruction or damage, or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to:

- A) Coronaviruses;
- B) Coronavirus disease (COVID-19);
- C) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- D) Any mutation of or variation of A), B) or C) above;
- E) any infectious disease that is designated or treated as a pandemic by the World Health Organisation;
- F) Any fear or anticipation of A), B), C), D) or E) above.

Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

1 Index Linking in respect of Section 2

An adjustment in the sums insured in respect of **Unspecified Equipment** shown on the **Schedule** will automatically be applied in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following **Damage** provided the sums insured at the time of the **Damage** represent the full replacement cost, and repair or replacement is carried out without undue delay.

For **Your** protection **We** will not reduce **Your** sums insured if the index moves down unless **You** ask **Us** to.

No extra charge will be made for any increase in sums insured until the renewal of the **Policy** when the renewal premium will be based on adjusted sums insured.

What is not covered

All Risk Insurance – how We settle claims

If any of the **Property** described in the **Schedule** suffers **Damage** as covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability shall not exceed the applicable sum insured or **Limit of Liability** shown in the **Schedule**.

We will pay **You** the cost of reinstatement which is

- 1 the cost of replacement by similar **Property** where the **Property** is destroyed
- 2 the cost of repairing or restoring the damaged portions where the **Property** is damaged

all to a condition substantially the same but not better or more extensive than its condition when new.

Other considerations when settling any claims under this Insurance

Partial Damage

Where **Damage** occurs to only part of the **Property** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the sum insured for **Specified Equipment** is less than 85% of the Insurable Amount (see below) **You** will be responsible for the difference and **You** will bear a proportionate share of the loss.

The Insurable Amount shall be the value of reinstating the **Property** to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**.

Plans and documents in support of the claim

You shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

Money Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

Section 1 – Money

We will indemnify You up to the **Limit of Liability** shown in the **Schedule** or as stated below for any **Damage to Money** and property described in items 1A), 1B), 1C) and 2 below occurring during the **Period of Insurance**.

The Insurance Provided

Item	Limit of Liability any one loss
1 A) Money in Your Premises during Working Hours or in transit or in a bank night safe until at the bank's risk or at any of Your contract sites during Working Hours .	as shown in the Schedule
B) Money in the Your Premises out of Working Hours :	
1) in specified locked safes or strong-rooms	as shown in the Schedule
2) in all other locked safes or strong-rooms	as shown in the Schedule
3) not in a locked safe or strong-room	£250
C) Money in Your residence or that of any of Your directors, partners or employees, the Limits of Liability being:	
1) while in a locked safe or while an adult is in the residence	£500
2) otherwise	£250
2 Non-negotiable Money	£250,000

Exclusions

We shall not be liable for:

- 1 **Discovery Period**
Loss by theft by any director, partner or employee of **Yours** not discovered within seven working days of the occurrence.
- 2 **Error or Omission**
Shortage due to error or omission.
- 3 **Unattended Vehicle**
Loss from an Unattended Vehicle.
- 4 **Counterfeit Money**
Loss due to the use of counterfeit **Money**.

5 Northern Ireland

Loss or damage arising from riot or civil commotion in Northern Ireland.

6 Outside the United Kingdom

Loss or damage not occurring within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

7 Physical Security

Loss whenever the **Business Premises** are left unattended if all locks, bolts and other protective devices are not in full and effective operation.

8 Removal of Keys

Loss whenever the **Business Premises** are left unattended if all keys (including those relating to any part of the **Intruder Alarm System(s)**) are not removed from the **Business Premises**.

9 Safe Keys and Combinations

Loss in respect of Items 1B1) and 1B2) out of **Working Hours** if all keys and notes of combination lock letters and numbers of safes and strong-rooms containing **Money** are not removed from the **Business Premises**.

10 Intruder Alarm

Loss at any **Premises** where **You** have knowingly and wilfully failed to maintain the **Intruder Alarm System(s)**.

or

all of the following apply:

- A) An **Intruder Alarm System** is a requirement of cover and is shown in the **Schedule**.
- B) The **Premises** are unattended.
- C) The maintenance and efficacy of the **Intruder Alarm System(s)** are **Your** responsibility.
- D) The failure of the **Intruder Alarm System(s)** is a major contributor to **Damage**.
- E) **We** have not been informed of the absence of alarm protection.

11 Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of:

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,

and

- B) in Northern Ireland civil commotion.

This Policy also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

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

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this **Policy** the burden of proving that such **Damage** or loss is covered shall be upon **You**.

12 Virus, Disease and Pandemic Exclusion

Notwithstanding any provision to the contrary within the **Policy**, the **Policy** does not cover loss, destruction or damage, or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to:

- A) Coronaviruses;
- B) Coronavirus disease (COVID-19);
- C) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- D) Any mutation of or variation of A), B) or C) above;
- E) any infectious disease that is designated or treated as a pandemic by the World Health Organisation;
- F) Any fear or anticipation of A), B), C), D) or E) above.

Liabilities Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Section 1 Public Liability/ Products Liability

What is covered

Any **Person Entitled to Indemnity** is covered

- 1 up to the **Limit of Indemnity** against legal liability for damages in respect of
 - A) accidental **Injury** of any person
 - B) **Damage to Property**
 - C) accidental nuisance, accidental trespass to land or goods, or accidental interference with any easement, right of air, light, water or wayhappening during any **Period of Insurance** in connection with the **Business**
- 2 against legal liability for claimant's costs and expenses in connection with 1 above
- 3 in respect of
 - A) costs of legal representation at
 - i) any coroner's inquest or inquiry in respect of any death
 - ii) proceedings in any Court arising out of any alleged breach of statutory duty resulting in **Injury**which may be the subject of indemnity under this Section
 - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 aboveincurred with **Our** written consent.

What is not covered

1 Mechanical Vehicles

Any legal liability arising from or out of the ownership possession or use by or on behalf of **You** or any **Person Entitled to Indemnity** of any

- A) mechanically propelled vehicle other than legal liability arising out of
 - i) the use of plant as a tool of trade on site
 - ii) the use of plant at **Your Premises**
 - iii) the loading or unloading of any vehicleexcept where **You** are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance policy
- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

2 Employers' Liability

Any legal liability for bodily injury or mental injury to or death, disease or illness of any **Person Employed** arising out of and in the course of employment by **You** in the **Business**.

3 Property in Your Custody or Control

Any legal liability for **Damage** to any **Property** which belongs to or is held in trust by or is in the custody or control of **You** other than

- A) **Your** directors', partners', **Employees'** or visitors' personal effects including vehicles and their contents
- B) premises and their contents which are not owned, leased or rented to **You** at which **You** are working in connection with **Your Business**
- C) premises and their fixtures and fittings which are leased or rented to **You** unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of **Damage** to any such premises and their fixtures and fittings.

What is covered

What is not covered

4 Pollution or Contamination

Any legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any **Period of Insurance**. All pollution and contamination which arises out of one incident shall be considered by **Us** for the purpose of this **Policy** to have occurred at the time such incident takes place.

5 Product Defects and Recall

- A) Any legal liability in respect of loss of or **Damage** to any product supplied or contract work executed by **You** caused by any defect or unsuitability for its intended purpose.
- B) Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by **You** or any contract work executed by **You**.

6 Professional Risks

Any legal liability arising from or in connection with any advice, design or specification provided by **You** for a fee.

7 Contractual Liability

Any legal liability arising from or in connection with any product supplied or contract work executed by **You** where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by **Us** in writing.

8 Disposed Premises

Any legal liability for the costs of remedying

- A) any defect or alleged defect
- B) the presence of **Asbestos, Asbestos Dust or Asbestos Containing Materials**

in premises disposed of by **You**.

9 Fines or Penalties

Any legal liability for

- A) fines or penalties
- B) compensation ordered or awarded by a Court of Criminal Jurisdiction
- C) aggravated, exemplary or punitive damages awarded by any Court outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

What is covered

What is not covered

10 Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel

or

B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

11 War and Allied Risks

Any legal liability arising from any consequence of war, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

12 Breach of Professional Duty

Any legal liability arising out of or in connection with any breach of professional duty.

13 Fear of Asbestos

Any legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**.

14 Asbestos Removal Costs

Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**.

15 Contribution

Your Contribution as shown in the **Schedule**.

16 Press Aerial Stunt and Underwater Photography

Any legal liability arising directly or indirectly out of press aerial stunt or underwater photography.

Extensions to Section 1

THIS INSURANCE ALSO COVERS

What is covered

1 Cross Liabilities

If there is more than one Policyholder specified in the **Schedule** this Section will apply separately to each one as if a separate **Policy** had been issued to each

Provided that **Our** total amount payable does not exceed the **Limit of Indemnity** stated in the **Schedule**.

2 Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend Court as a witness in connection with a claim **We** will pay **You** the amount shown below

- A) for any director or partner of **Yours** £500 per day
- B) for any **Employee** £250 per day.

3 Contingent Motor Liability

Your legal liability to pay damages and/or costs resulting from

- A) **Injury** to others, or
- B) **Damage** to **Property** belonging to others

arising out of the use of any motor vehicle by an **Employee** in the course of the **Business** which is not **Your Property** nor provided by **You**.

4 Personal Legal Liabilities whilst Overseas

We will cover **You** or at **Your** request **Your** directors, partners, **Employees** or any family member accompanying them for legal liabilities in a personal capacity whilst temporarily outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business**.

5 Data Protection Act

We will provide an indemnity to **You** and if **You** so request any **Employee** or director or partner against legal liability to pay damages for damage or distress as described in the UK Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing

We will also pay claimant's costs and expenses which **You** are legally liable to pay in connection with any claim incurred with **Our** prior written approval

Provided that **You** have paid the appropriate fee under the Data Protection (Charges and Information) Regulations 2018 or are exempt from doing so

6 Member to Member Liability

We will provide indemnity to any member of **Your** social sports or welfare organisations while engaged in such social sports or welfare activities.

Provided that:

- A) such member is not entitled to indemnity under any other policy, and
- B) such member shall observe and be subject to the terms of this **Policy** so far as they can reasonably apply.

What is not covered

- 1 **Damage** to the vehicle or its contents.
- 2 Any legal liability caused while the vehicle is being driven by **You**.
- 3 Where cover is provided by any other insurance policy.
- 4 Any legal liability caused while the vehicle is being driven outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.
 - 1 Any legal liability arising out of
 - A) the ownership or occupation of land or buildings
 - B) where cover is provided by any other insurance policy
 - C) all exclusions shown under 'What is not covered':
 - 1 the payment of fines or penalties
 - 2 the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
 - 3 liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by **You** or any other person having regard to the nature and circumstances of such act or omission
 - 4 claims which arise out of circumstances notified to previous insurers or known to the **You** at inception of this Extension
 - 5 legal liability where indemnity is provided by any other insurance or elsewhere in this **Policy**

Public Liability/Products Liability – how We settle claims

How We settle claims for Your legal liabilities to third parties

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a Court has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

Your Contribution in respect of damages, costs and expenses, as shown in the **Schedule**, is payable before **We** will be liable to make any payment.

The most We will pay

In respect of any one **Event** the most **We** will pay is the **Limit of Indemnity** shown under Section 1 (Public Liability/Products Liability) in **Your Schedule**.

In respect of all **Events** happening during any one **Period of Insurance** in respect of products supplied the most **We** will pay is the **Limit of Indemnity** in respect of Products shown under Section 1 (Public Liability/Products Liability) in **Your Schedule**.

In respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** in respect of pollution or contamination of buildings, other structures, water, land or atmosphere the most **We** will pay is the **Limit of Indemnity** in respect of Pollution shown under Section 1 (Public Liability/Products Liability) in **Your Schedule**.

Our right to pay the full limit at any time

In respect of any one **Event** **We** may pay the **Limit of Indemnity** shown under Section 1 (Public Liability/Products Liability) in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which **We** are liable under this **Policy** and which were incurred by **You** prior to the date of such payment.

Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Section 1 (Public Liability/Products Liability) in **Your Schedule**.

The most **We** will pay in respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Section 1 (Public Liability/Products Liability) in **Your Schedule**.

The most **We** will pay in respect of all damages arising out of all claims during any one **Period of Insurance** irrespective of the number of sources or original causes of such claims and irrespective of the number of **Persons Entitled to Indemnity** having claims under this **Policy** in respect of those sources or original causes shall not exceed the **Limit of Indemnity** shown under Section 1 (Public Liability/Products Liability) in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled to Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

Section 2 Legal Defence Costs

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Part A

Criminal Proceedings relating to Health and Safety at Work etc. Act 1974 or the Consumer Protection Act 1987 in respect of duties to members of the public.

We will pay

- 1 legal costs and expenses incurred with **Our** written consent
- 2 costs awarded against **You** or any director, partner or **Person Employed**

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

The proceedings must relate to

- A) the health, safety and welfare of any person other than a director, partner or **Person Employed**

and

- B) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987.

What is not covered

- 1 Fines or penalties of any kind.
- 2 Compensation awarded by a Criminal Court.
- 3 Where **Injury** to any person or **Damage to Property** has occurred.
- 4 Where cover is provided by any other insurance policy.
- 5 Any proceedings or conviction which arise out of any deliberate act or omission by **You**, or any director or partner of **Yours**, or by any **Employee** with specific responsibility for compliance with the legislation.
- 6 Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

Legal Defence Costs – how We settle claims

How We settle claims for Your legal defence costs

As long as the legal defence costs are covered under **Your Policy We** will pay the costs that **You** have incurred with **Our** written consent and the costs awarded against **You** and at **Your** request any of **Your** directors, partners or any **Person Employed**.

We shall pass notification to an independent third party service provider with whom **We** have an agreement and which shall administer the claim on **Our** behalf.

The most We will pay

Irrespective of the number of **Persons Entitled to Indemnity** the most **We** will pay in any one **Period of Insurance** for legal defence costs is the **Limit of Indemnity** shown under Section 2 (Legal Defence Costs) in **Your Schedule**.

Our right to pay the full limit at any time

We may pay the **Limit of Indemnity** shown under Section 2 (Legal Defence Costs) in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims **You** have notified to **Us** can be settled. **We** will then relinquish control of such claims and be under no further liability in respect of legal defence costs. **We** shall pass notification of any claim for legal defence costs to the third party provider approved by **Us**.

Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Section 2 (Legal Defence Costs) in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled To Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

Claims Conditions

1 Making a Claim

Where an **Event** which could give rise to a claim under this **Policy** happens **You** will

- A) tell **Us** as soon as reasonably practicable and no later than
 - i) 30 days of **Your** becoming aware of the **Event** or occurrence
 - or
 - ii) 7 days in the case of **Damage** caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

provide **Us** with all information and help **We** reasonably require in respect of the claim and where requested by **Us** and at **Your** expense, written details containing as much information as possible on the **Event**, **Damage**, accident or **Injury** including (to the extent possible) the amount of the claim

- B) notify the police within 24 hours of **Damage** caused by malicious persons or thieves
- C) take all reasonable action to minimise or eliminate any interruption of or interference with the **Business**
- D) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without **Our** written consent
- E) pass to **Us** immediately, unanswered, all communications from third parties in relation to any **Event** which may result in a claim under this **Policy**
- F) tell **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document **You** receive in relation to any such matter
- G) provide **Us** with such books of account or other business books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim
- H) provide to **Us** (if required) a statutory declaration of the truth of the claims and any related matter
- I) in respect of Personal Injury (Robbery) under Money Insurance and Personal Accident Insurance provide **Us** at **Your** expense with all detailed particulars, certificates and evidence required by **Us**. Any **Insured Person** covered under these Insurances, shall, as often as required by **Us**, submit to medical examination at **Our** expense in connection with any claim.

2 Our Control Of Claims

We will be entitled

- A) on the happening of any **Damage** to the property insured to enter, take and keep possession of the building where **Damage** has happened, to take and keep possession of the property insured, to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing **Our** right to rely on any conditions of this **Policy**. This **Policy** will be proof of leave and license for

such purpose

- B) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any **Event** insured by this **Policy**. **You** will give all information and assistance reasonably required
- C) to any property for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such property as may be reasonably practicable but **You** will not be entitled to abandon any property to **Us**
- D) at **Our** option to repair or replace the property or any part of the property for which **We** may be liable under this **Policy**, provided that **We** will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. **We** shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured.

3 Conditions

No claim under this **Policy** shall be payable unless the terms of Claims Condition 1 have been complied with.

4 Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by **You**, any director, partner, principal or **Employee** of **Yours** or any person acting on **Your** or their behalf to obtain any benefit under this **Policy** or if any **Damage** is deliberately caused by **You** or with **Your** knowledge then all benefit under this **Policy** shall be forfeited.

5 Other Insurance

If **You** claim under this **Policy** for something which is also covered by another policy, **We** will only pay **Our** proportionate share of the claim. **You** should give **Us** full details of the other policy.

This condition does not apply to Money Insurance, the Contingent Motor Liability cover under Liabilities Insurance - Section 2 Public Liability/Product Liability or to Personal Accident Insurance.

6 Arbitration (Not applicable to Liabilities Insurance)

If there is any disagreement between **You** and **Us** as to the amount to be paid under this **Policy**, liability being otherwise admitted, the disagreement shall be referred to an arbitrator, in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that Act.

The party against whom the decision is made shall meet all costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in **Our** favour **Your** costs shall not be recoverable under this **Policy**. This procedure does not prejudice any right of recourse **You** have to any other complaints procedure to which **We** subscribe or to the courts.

Policy Conditions

It is a requirement of **Us** that the following Policy Conditions apply as stated except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees.

Applicable to the whole **Policy** unless otherwise stated:

1 Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to **You** and **Us** shall be interpreted in accordance with the provisions of the Insurance Act 2015

2 Action by the Policyholder

On the discovery of any circumstance or event which may give rise to a claim under this **Policy** **You** shall:

- A) notify **Us** as soon as reasonably possible,
- B) give notice within 24 hours to the Police Authority in respect of **Damage** (other than by fire or explosion) caused by riot and malicious persons or thieves if insured by this **Policy**,
- C) carry out and permit to be taken any action which may be reasonably possible to prevent further **Damage** and to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss,
- D) within 30 days after the circumstances or event or of the expiry of the Indemnity Period or such further time as **We** may allow, and at **Your** expense, deliver to **Us**
 - i) full information in writing of the claim,
 - ii) details of any other insurance relating to the claim,
 - iii) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by **Your** professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details,
 - iv) if demanded a statutory declaration of the truth of the claim and of any matter connected with it.
- E) in respect of Liability Insurance:
 - i) Every letter, claim, writ or summons and process in connection with such circumstances shall be forwarded to **Us** without undue delay on receipt,
 - ii) Written notice shall also be given without undue delay by **You** to **Us** immediately **You** have knowledge of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this Policy.

- F) in respect of Money Insurance - Section 2 Personal Injury (Robbery) and Personal Accident Insurance:
 - i) provide all medical certificates, reports, information and evidence required by **Us** to substantiate that claim. Refer to the Evidence Required Condition under each section for full details.

If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the **We** are liable under this Policy has increased, then no payment shall be made by **Us** in respect of the amount of such increase.

3 Alterations

This **Policy** shall be terminated if:

- A) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued or
- B) **Your** Interest ceases otherwise than by death or
- C) any alteration is made either in the **Business** or in the Premises or Property therein or any other circumstances whereby the risk is increased unless otherwise stated.

at any time after the commencement of this **Policy** unless its continuance be admitted by **Us** and in respect of 2C) **We** agree not to avoid the **Policy** provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy **We** would not have entered into this **Policy** on any terms,
- ii) **You** shall pay an appropriate additional premium if required by **Us** with effect from the date of the alteration,
- iii) **We** shall be entitled to impose appropriate additional terms, other than premium, with effect from the date of the alteration.

4 Arbitration

Not applicable to Liability Insurances

If any difference arises as to the amount to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions.

Where any difference is, by this condition, to be referred to arbitration, the making of an award shall be a requirement to any right of action against **Us**.

5 Cancellation

This Policy may be cancelled:

- A) by **Us** giving 30 days notice in writing to the **You** at the last known address, or
- B) by **You** giving 30 days notice in writing to **Us** at the address shown in the **Schedule** provided that a Long Term Agreement (as detailed in the **Schedule**) is not applicable to the Policy.

You will be entitled to a proportionate return of premium unless a claim has been made in the current **Period of Insurance**.

6 Contribution

A) Applicable to Property Damage

If at the time of any claim, there is any other insurance covering **Your** interest in the Property Damaged, **Our** liability under this **Policy** shall be limited to its rateable proportion of such claim, and will be subject to any underinsurance provision.

- i) If any such other insurance is subject to any underinsurance provision, this **Policy**, if not already subject to any underinsurance provision shall be subject to the provision in like manner.
- ii) If any other insurance effected by or on **Your** behalf is expressed to cover any of the Property insured but is subject to any provision whereby it is excluded from ranking concurrently with this **Policy** either in whole or in part or from contributing rateably to **Damage**, **Our** liability shall be limited to such proportion of the **Damage** as the Sum Insured bears to the value of the Property.

B) Applicable to Liability Insurance

Other than in respect of Extension 3 (Contingent Motor Liability) to Section 1 (Public/Products Liability), if at the time of any claim there is or, but for the existence there would be, any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction **We** will not pay any costs or expenses where cover is provided by any other insurance or where but for the existence of this **Policy** it would have been provided by such insurance.

7 Economic, Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this **Policy** if and to the extent that doing so would breach any Prohibition.

If any such Prohibition takes effect during the **Policy** period **You** or **We** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the **Policy** is cancelled **We** shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this Clause Prohibition shall mean any economic financial or trade sanctions imposed by the European Union or United Kingdom or any other prohibition or restriction imposed by law or regulation of the country of which this **Policy** is issued or would otherwise provide cover.

8 Fraud

If a claim is in any respect fraudulent or if any fraudulent means or devices be used by **You** or anyone appointed to act on **Your** behalf to obtain any benefit under this **Policy** or if any **Damage**, claim or loss is caused by the wilful act or with **Your** connivance, **We** will:

- A) have no liability to pay any part of or the whole of the fraudulent claim,
- B) be entitled to refuse all claims arising after the fraudulent action,
- C) remain liable for legitimate claims before the fraudulent action,
- D) terminate the **Policy** from the date of the fraudulent action whether or not the **Policy** had expired before the discovery of the fraud.

9 Legal Representation

Applicable to Liability Insurance

Where **We** provide **Our** consent to indemnify **You** in respect of any legal costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this **Policy** **We** will choose an appropriate representative (be it a solicitor or otherwise) to act on **Your** behalf.

We will provide **You** with details of the nominated appropriate representative prior to the representative's instruction.

In the event that **You** wish to appoint **Your** own representative, **You** shall provide prior notification of its intention to do so and seek **Our** written consent.

You agree that in respect of **Your** proposed representative:

- i) the hourly rate (or such other fee basis as the case may be to apply) and
- ii) the terms and conditions of such appointment

shall be subject to **Our** prior approval.

In the event of a dispute regarding the amount of legal costs incurred by **Your** representative, **You** agree that **We** will have the option to audit any files for the purpose of assessing the costs claimed.

10 Policy Voidable

This **Policy** shall be voidable in the event of misrepresentation, mis-description or non-disclosure in any material particular.

However **We** agree not to void the **Policy** provided that:

- A) such misrepresentation or non-disclosure has not been deliberate or reckless,
- B) such misrepresentation or non-disclosure has not been of such nature that, if the material particular had been fairly presented or had been disclosed, **We** would not have entered into this **Policy** on any terms,
- C) **We** shall be entitled to impose appropriate additional terms (other than Premium) with effect from inception or if applicable the date of the alteration.

If at the time of **Damage**, claim or loss the Premium charged to **You** would have been higher but for the misrepresentation or non-disclosure in any material particular **Our** liability for any loss amount payable shall be limited to the proportion that the Premium charged bears to the higher Premium.

11 Reasonable Precautions (applicable to the whole Policy other than Liability Insurance)

You at **Your** own expense shall:

take all reasonable precautions to prevent or diminish **Damage** or any occurrence or cease any activity which may give rise to liability under this **Policy** and to maintain all **Property insured** in sound condition.

12 Reasonable Precautions (applicable to Liability Insurance)

It is a condition precedent to **Our** liability that **You** at **Your** own expense shall:

- A) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this **Policy** and to maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in a sound condition,
- B) as soon as reasonably possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require.

13 Rights of the Company

(Applicable only to Liability Insurance)

No admission, offer, promise, payment or indemnity shall be made, or given, by or on **Your** behalf without **Our** written consent; We shall be entitled to take over the absolute control of and conduct in **Your** name the negotiation, proceeding, defence or settlement of any claim or to prosecute any claim in **Your** name for its own benefit, and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

14 Rights of Recovery

Any claimant under this **Policy** shall, at **Our** request and expense, take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

We shall not enforce any rights against any company being parent of or subsidiary to **You** or any company which is a subsidiary of a parent company of which **Your** company is itself a subsidiary in each case as defined by the Companies Act 1985 or the Companies (Northern Ireland) Order 1986.

15 The Company's Liability

For all purposes, including but not limited to the application of the Sums Insured, Limits, Limits of Liability or Limits of Indemnity and consideration of when and how the Policy will respond, all parties included in the definition of the **Policyholder** in the Schedule, shall constitute one **Policyholder**, or one party or legal entity, so that there will be only two parties to the contract of insurance between the **Policyholder** and the **Company**.

16 Third Party Contract Rights

No person other than **You** or **Us** may enforce the terms of this Policy and the provisions of the Contract (Right of Third Parties) Act 1999 do not apply.

Definitions – Words with special meanings

The following words or expressions shall have the meanings set out below, unless a more specific definition applies in the individual Insurance section.

Accident

A sudden unexpected unforeseen and identifiable **Incident**.

Ancillary Equipment

Equipment which is solely for use with the **Computer Equipment** including fire extinguishing gas bottles and pipework, computer room partitioning, air conditioning, generating, voltage regulating, temperature or humidity recording, electronic access and heat or smoke detecting equipment owned by or leased, hired or rented to **You**.

Any One Claim

All **Legal Proceedings** (including any appeal against judgment) arising from or relating to the same **Event**.

Appointed Representative

A solicitor, consultant or any other appropriately qualified person nominated to act in a professional capacity for **You** in accordance with the terms and conditions of Legal Expenses Insurance.

Asbestos

Crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

Asbestos Containing Materials

Any material containing **Asbestos** or **Asbestos Dust**.

Asbestos Dust

Fibres or particles of **Asbestos**.

Building(s)

Buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless stated differently in the **Schedule** or **Statement of Fact**) and including

- landlord's fixtures and fittings in and on the buildings
- outside buildings, extensions, annexes and gangways
- walls, gates and fences
- services which shall mean telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like and any accessories extending from the **Buildings** to the perimeter of the **Premises** or to the public mains (including those underground).

Business

That shown in the **Schedule** and conducted solely from premises in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man and shall include

- 1 ownership, repair and maintenance of **Your** own property
- 2 provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any **Person Employed**
- 3 fire and security services maintained solely for the protection of premises which **You** own or occupy
- 4 private work undertaken by any **Person Employed** for any of **Your** directors, partners or **Employees** with **Your** prior consent
- 5 attendance at or participation in **Exhibitions** by any **Employee** or director in connection with their employment

but in respect of Section 1 of Liabilities Insurance shall not include any work undertaken **Offshore**.

Business Premises

That part of the **Premises** solely occupied by **You** for the purpose of the **Business**.

Computer Equipment

All Computer Equipment including interconnecting wiring, fixed disks and telecommunications equipment owned by or leased, hired or rented to **You** all used for the storage and communication of **Data**.

Computer Systems Records

All current and backup computer records (excluding fixed disks and paper records of any kind) incorporating stored **Data**.

Contribution

The first part of each and every claim as shown in the **Schedule** which **You** and **We** have agreed will be paid by **You**.

If cover is provided in respect of an **Event** under more than one item under the "What is covered" heading within an Insurance or under more than one Insurance section and if a **Contribution** as defined above applies under more than one such item or Insurance then only the **Contribution** which is the highest of those which would have applied separately will be deducted from the total claim payment.

Court

A Court or other competent authority.

Damage

Accidental loss, destruction or damage.

Data

Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.

Declared Value

The base value shown against the item in the **Schedule** which **You** consider to represent the cost of reinstating the **Property** at the level of costs applying at the start of the **Period of Insurance** without any provision for inflation.

Deeds and Documents

All written or printed deeds, books and other documents of any nature, microfilm and microfiche but this shall not include **Computer Systems Records**, stamps, **Money** or other negotiable securities.

Employee(s)

Any individual under a contract of service or apprenticeship with **You**.

Event(s)

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Exhibition(s)

Includes demonstration, trade fair or show.

Failure of a System

The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a **System** whether or not owned by **You** to operate at any time as desired as specified or as required in the circumstances of **Your Business** activities.

General Contents

In so far as they are not otherwise insured

- machinery, plant, fixtures, fittings and other trade equipment
- all office equipment and other contents excluding **Computer Equipment, Ancillary Equipment, Money, Deeds and Documents** and **Transparencies**
- patterns, models, moulds, plans and designs
- **Deeds and Documents** and **Transparencies** for an amount not exceeding £25,000 in respect of any one loss
- directors', partners' and **Employees'** personal effects including clothing, pedal cycles, tools, instruments and the like for an amount not exceeding £1,500 per person
 - but any cover granted under this Insurance for **Damage** by theft shall not apply to personal effects partly or wholly of precious metal, jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras, **Money** and securities of any description
- motor vehicles, motor chassis and their contents
- closed circuit television equipment, alarm system equipment, television or radio receiving aerials and satellite dishes for which **You** are responsible and which are securely fixed to the external structure of the **Building**

- **Glass**, sanitary ware, neon and illuminated signs and electric light fittings
- wines, spirits, tobacco and cigarettes held for entertainment purposes but not for more than £500 in total in respect of **Damage** by theft (if insured).

Glass

- Normal flat annealed glass including lettering on it.
- Toughened and laminated glass including lettering on it.
- Mirrors.
- Bent, tinted, stained or fired glass.
- Decoration or protective film or alarm foil on glass.

Goods

Property (not including **Unspecified Equipment** and **Specified Equipment**) which belongs to **You** or for which **You** are responsible and is incidental to the **Business**.

Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987).

Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place.

Injury (Liabilities Insurance)

In respect of Liabilities Insurance Sections 1 and 2 (Part A)

- Bodily injury, mental injury, death, disease, illness, wrongful arrest or false imprisonment.

Insured Person

You or **Your** directors, partners or **Employees**.

Intruder Alarm System(s)

Includes all lines and equipment used to transmit the signals to and from the **Premises**.

Limit of Indemnity

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Limit of Liability

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Money

Being both **Negotiable Money** and **Non-Negotiable Money**.

Negotiable Money

Cash, bank notes, currency notes, uncrossed cheques (including travellers cheques but excluding pre-signed blank cheques), uncrossed bankers' drafts, uncrossed giro cheques and drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue stamps, National Insurance stamps (not fixed to cards), National Savings stamps, bills of exchange, luncheon vouchers, consumer redemption vouchers, Holiday with Pay stamps, gift tokens and trading stamps.

Non-Negotiable Money

Crossed cheques (other than pre-signed blank cheques), crossed banker's drafts, crossed giro cheques and drafts, crossed postal orders, crossed money orders, unused units in franking machines, National Savings certificates, Premium Bonds, credit company sales vouchers and VAT purchase invoices.

Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Period of Insurance

The period beginning with the "From" date and ending with the "To" date shown in the **Schedule** and any other period for which **We** accept **Your** Premium.

Person Employed

- | | | |
|---|---|--|
| <ol style="list-style-type: none"> 1 Employee 2 labour master and individuals supplied by him 3 individual employed by labour only sub-contractors 4 self-employed individual (not being in partnership with You) 5 individual hired to or borrowed by You 6 individual undertaking study or work experience while under Your supervision | } | while under Your direct control and supervision |
|---|---|--|

Person Entitled to Indemnity

- 1 **You**
- 2 **Your** personal representatives in respect of legal liability incurred by **You**
- 3 at **Your** request
 - A) any principal
 - B) any of **Your** directors or partners
 - C) any **Person Employed**

against legal liability in respect of which **You** would have been entitled to indemnity under this **Policy** if the claim had been made against **You**

- D) the officers, committees and members of **Your** canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- E) any of **Your** directors or partners or **Employees** in respect of private work undertaken by any **Person Employed** for such directors partners or **Employees** with **Your** prior consent

provided that such people shall keep to the terms, conditions and limitations of this **Policy** so far as they can apply.

Photographic Club

A camera club, photographic society, photographic club, federation, or photographic group accepted as members of The Photographic Alliance of Great Britain and affiliated federations, unions and associations, united by common interest in photography and meeting for mutual cooperation, education, entertainment or competition, located within Great Britain, Northern Ireland, The Channel Islands or The Isle of Man.

Policy

The policy wording (along with the **Schedule** and **Statement of Fact**) which forms part of the legal contract between **You** and **Us**.

Premises

The address as shown in the **Schedule**.

Property

Material Property but shall not include **Data**.

Property Insured

- | | | |
|---|---|---|
| <ul style="list-style-type: none"> Buildings General Contents Stock Other Property (excluding Computer Equipment, Ancillary Equipment) | } | at the Premises including within the open yards forming part of the Premises (subject to any specific exclusions) |
| <ul style="list-style-type: none"> Computer Equipment Ancillary Equipment | } | at the Premises including within the open yards forming part of the Premises and anywhere in the world whilst temporarily away from the Premises unless otherwise stated in the Schedule (subject to any specific exclusions) |

all as defined in the **Policy** or more fully described in the **Schedule** and all being **Your Property** or for which **You** are responsible but excluding

- **Property** which is more specifically insured
- unless specifically notified to and accepted by **Us** as insured
 - 1 land, roads, pavements, piers, jetties, bridges, culverts or excavations
 - 2 livestock, growing crops or trees.

Rent

Any money in the nature of rent including service charges which **You** receive or pay.

Schedule

The document providing details of the various Insurances which are included in **Your Policy** together with the levels of cover applying under each.

Stock

Stock and materials in trade, work in progress and finished goods (including telephone cards, lottery tickets, scratch cards and postage stamps intended for sale).

System

Computers, other computing and electronic equipment linked to a computer hardware electronic **Data** processing equipment, **Microchips** and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

Tenant's Improvements

All tenant's improvements, alterations, additions and decorations belonging to **You** or for which **You** are responsible.

Territorial Limits

The territories covered by this **Policy** as shown in the **Schedule**.

Transparencies/Transparency

Transparencies, film negatives and video tapes.

Turnover

The money paid or payable to **You** for goods sold and delivered and for services rendered in course of the **Business** at the **Premises**.

Unspecified Equipment

Electronic and photographic **Business** equipment owned by **You** or for which **You** are legally responsible as shown in the **Schedule**.

Water Table Level

The level below which the ground is completely saturated with water.

We/Us/Our

Royal & Sun Alliance Insurance plc
St Mark's Court
Chart Way
Horsham
West Sussex
RH12 1XL

Working Hours

The period during which the **Premises** are actually occupied for **Business** purposes and during which **You** or **Your Employees** who are entrusted with **Money** are in the **Premises**.

You/Your/Yours/Yourselves

The Policyholder shown in the **Schedule**.

Complaints Procedure

Our commitment to customer service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary

Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

Post: RSA Customer Relations Team
PO Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

If You are still not happy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and land lines)
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank You for Your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

Fair Processing Notice

At Royal & Sun Alliance Insurance plc we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at:

www.rsagroup.com/support/legal-information/privacy-policy/

If **You** have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at
crt.halifax@uk.rsagroup.com.

Arranged by
Darwin Clayton (UK) Limited
Darwin House, 20 Mount Ephraim Road, Tunbridge Wells, Kent, TN1 1ED.
Authorised and regulated by the Financial Conduct Authority.

Underwritten by
Royal & Sun Alliance Insurance plc (No. 93792).
Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.
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