Retail Property Combined

Policy Wording



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1. Introduction

Thank you for choosing this Retail Property Combined Insurance Product.

This **policy** consists of this document, the **schedule** and **endorsements**, if any, all are to be read as one contract. In this **policy**, certain words or phrases are specially defined and are stated within the General Definitions and within the definitions for each section. In deciding to accept this **policy** and in setting the terms and **premium we** have relied on the information which **you** have provided to **us**.

We will, in consideration of the payment of the **premium**, insure **you**, subject to the terms and conditions of this **policy**, during the **period of insurance** or any subsequent period for which **we** agree to accept payment of **premium**.

Please read this **policy** carefully and make sure that it meets **your** needs. If any corrections are necessary **you** should contact **us** or **your broker** through whom this **policy** was arranged.

Please keep this **policy** in a safe place - **you** may need to refer to it if **you** have to make a claim.

1.1 About the insurer

Markel (UK) Limited operating on behalf of Markel International Insurance Company Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 202570). Registered Office: 20 Fenchurch Street, London EC3M 3AZ. Registered in England and Wales. Company No. 00966670. www.markelinternational.com

1.2 How to make a claim

If **you** want to make a claim under this **policy**, contact **us** using the details below**:**

In writing:

Markel (UK) Limited,
City Square House,
11 Wellington Street,
Leeds,
LS1 4DL

By email: claimsuk@markel.com

By Phone: 0345 355 2227

Please ensure that **you** quote **your policy** number and **your** name as shown in the **schedule**.

Emergency Assistance Cyber and Data Risks Section:

If **you** purchase section of cover Cyber and Data Risks and have suffered or suspect that **you** have suffered a cyber-attack or alleged cyber-attack and require emergency assistance outside of normal business hours, **you** can contact **our** cyber response service using the following details:

By Phone: 0800 368 3966

By Email: markelcyber@cyberclan.com

Legal Helpline and Assistance under the Legal Expenses Section:

If **you** want to make a claim under the Legal Expenses Section then **you** can contact **us** through the Legal Helpline using the information below:

Legal Helpline	
Telephone Number:	0333 070 6048 (available 24 hours a day, seven days a week)

The Legal Helpline provides access to a dedicated team of specialist solicitors for guidance and support on legal matters relating to your business, including health and safety, starting up a business, legal structures, client contracts and more.

When accessing the Legal Helpline please provide the following information:

- Your telephone number;
- The type of information required:
- Your name as it appears on the schedule;
- Your policy number;
- Your contact details; and
- A brief details as to the nature of the problem or the advice being sought.

Employment matters

The legal helpline is also available in the event of any situation relating to a wide range of employment law disputes, such as:

- disciplinary and grievance procedures
- recruitment and dismissals
- unlawful discrimination, including disputes concerning equality of terms
- redundancy
- a transfer of a business or change of service provider to which the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply. **You** must contact the Markel legal helpline and follow its advice as soon as **you** become aware of the proposed transfer or change.

Any information provided to any of the above named helplines and details of the guidance given to **you** may be provided to **us**.

Please note that the above helplines are not an insurance claims service and do not replace **your** obligations to notify **us** under this **policy**.

Claims or circumstances that could give rise to a claim under this **policy** cannot be notified to **us** via these helplines and must still be notified to **us** using the details under How to make a Claim.

1.3 **Notification of a Claim or Circumstance**

You must notify **us** in writing as soon as possible of:

(a) any **claim** made against **you;**

(b) the receipt of any communication of the intention to make a **claim** against **you;**

(c) any circumstance of which **you** become aware which is likely to give rise to:

(ii) a **claim** against **you;** and/or

(iii) **you** seeking any assistance or payment under this **policy.**

Your notification must be made to **us** within the **period of insurance**.

As part of the notification, **you** must ensure that **you** provide **us** with the following:

1. **your** reasons for anticipating a **claim, regulatory investigation**, or request for assistance or payment; and

2. full details of dates and all persons involved in such claim or circumstance.

Providing **you** comply in full with this condition, any subsequent: **claim** made; or request for assistance or payment will be regarded as having been made, instigated or requested during the **period of insurance**.

Once known, please always quote **our claim** reference number in all communications.

1.4 Claims - Things You Must Do

In the event of any **claim** being made against **you**, or if **you** become aware of any circumstance which is likely to give rise to a **claim** being made against **you** which may result in a payment being made under this **policy**, please ensure that **you** read and comply with the Section entitled General Conditions, as a failure to do so may result in **your** ability to claim under this **policy** being compromised.

You must:

(a) contact **us** or **your broker** as soon as practicable about any incident which could lead to a claim under **your policy**;

(b) notify **us** in writing within seven (7) days of any **damage** caused as a result of **riot**;

(c) collect and maintain any evidence and all documentation in relation to the incident;

(d) never admit fault or responsibility without **our** prior approval;

(e) consider placing any other party involved in the incident on notice of a claim;

(f) not pass over **your** claims file to anyone without **our** prior approval;

(g) not appoint lawyers without **our** prior approval;

(h) give **us** all such assistance to deal with claims and conduct of legal proceedings as **we** and/or **our** legal advisers and consultants may require;

(i) keep **us** informed of all material developments in respect of the incident or claim; and

(j) co-operate fully with **us** and provide such assistance, documents and access to **premises** as **we** shall request

You must comply with the above conditions, **we** will not make any payment under this **policy** or it might impact the amount that **we** will pay **you** if **you** have not complied with these conditions.

We shall be entitled to conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **your** own benefit any claim. In any such matter, **we** shall have sole discretion in the conduct of any proceedings and in the settlement of any claim.

1.5 Things You Must Do - Business Interruption

You must, at **your** expense:

(a) give **us** in writing the details of **your** request for payment within one month (or within any other further time that **we** agree to) of the expiry of the **indemnity period**; and

(b) give **us your** books of account and other **business** books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation, and other evidence that **we** request together with (if **we** ask) a statutory declaration of the truth of the claim and anything connected with it.

If **you** fail to do this **your** claim under the Business Interruption Section may not be covered or the amount **we** pay **you** may be reduced.

1.6 Requirement for Medical Examinations

You must ensure that:

(a) the **insured person** agrees to any medical examination which **we** may require at **our** expense; and

(b) in the event of any death **we** are allowed, at **our** expense, to arrange a post-mortem examination.

If **you** fail to do this **your** claim under the money and personal assault Section of cover may not be covered or the amount **we** pay **you** may be reduced.

1.7 Fair presentation

You are required to make a fair presentation of the risk to **us**.

If **you** breach **your** duty to provide a fair presentation and any such breach was deliberate or reckless, **we** may regard the **policy** as void and are not required to return any paid **premium** to **you**.

If the breach was not deliberate or reckless, **our** remedy shall depend upon what **we** would have done if **you** had complied with the duty of fair presentation:

(a) **we** may regard the **policy** as void if **we** would not have entered into the **policy** on any terms in the absence of the breach. In this case, **we** must return the **premium** paid;

(b) if **we** would have entered into the **policy**, but on different terms (other than terms relating to **premium**) the **policy** is to be treated as if those different terms applied from the outset, if **we** so require; and

(c) if **we** would have entered into the **policy** but would have charged a higher **premium we** may reduce proportionately the amount to be paid on a claim (and if applicable, the amount already paid on any prior claim).

When **we** are notified of a change **we** will tell **you** whether this affects **your policy** for example whether **we** are able to accept the change and if so whether the change will result in revised terms and/or a revised **premium** being applied to **your policy**, if **we** are not able to accept the change and it becomes necessary to cancel this insurance **we** will do so as described within the cancellation conditions contained within the **policy**.

1.8 Changes We Need to Know About

You must notify **us** directly or through **your broker** in writing, by email or by telephone as soon as possible if **you** become aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**, for example, if **your** address provided changes, or there are any changes in the **business** during the **period of insurance** please let **us** know directly or through **your broker**.

When **we** are notified of a change **we** will tell **you** if this affects this **policy**. For example, **we** may cancel this **policy** in accordance with the cancellation and cooling-off provisions, amend the terms of this **policy** or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change, it may affect any claim **you** make or could result in **your** insurance being invalid.

1.9 Cancellation and Cooling-Off Period

(a) **Your Right to Cancel During the Cooling-Off Period**

You are entitled to cancel this **policy** by notifying **us** directly or through **your broker** in writing, by email or by telephone within fourteen (14) days of either:

(i) the date **you** receive this **policy**; or

(ii) the start of **your period of insurance**; whichever is the later.

You will receive a full refund of any **premium** paid less an administration fee charged providing **you** have not made any claim.

If **you** have made a claim the full annual **premium** is due. **We** reserve the right to deduct any **premium** or charges **you** owe **us** from any claim payment.

(b) **Your Right to Cancel After the Cooling-Off Period**

You are entitled to cancel this **policy** after the cooling-off period by notifying **us** directly or through **your broker** in writing, by email or by telephone. Any return **premium** due to **you** will be subject to an administration fee charged. **We** will give **you** a proportionate refund of the **premium you** have paid based on the **period of insurance** remaining after the cancellation date so long as **you** have not made a claim. No **premium** will be returned if **you** have made a claim. If **you** have made a claim the full annual **premium** is due. **We** reserve the right to deduct any **premium** or charges **you** owe **us** from any claim payment.

(c) **Our Right to Cancel**

We are entitled to cancel this **policy** if there is a valid reason to do so, including for example:

(i) any failure by **you** to pay the **premium**; or

(ii) a change in risk which means **we** can no longer provide **you** with insurance cover; or

(iii) non-cooperation or failure to supply any information or documentation **we** or **our** appointed representatives request, such as details of a claim or **your** current residential address:

at any time by sending **you** thirty (30) days' notice in writing by registered post or recorded delivery at **your** last known address. **We** will give **you** a proportionate refund of the **premium** **you** have paid based on the **period of insurance** remaining after the cancellation date less an administration fee charged providing **you** have not made any claim(s).

Any return of **premium** due to **you** will be calculated at a proportional daily rate depending on how long this **policy** has been in force unless **you** have made a claim in which case the full annual **premium** is due. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual **premium**.

Any additional **premium** due to **us** during the **period of insurance** for additional cover will be retained by **us** in full. Cancellation of this **policy** by **us** does not affect the treatment of any claim arising under this **policy** in the period before cancellation.

If **You** have made a claim the full annual **premium** becomes due. **We** reserve the right to deduct any **premium** or charges **you** owe **us** from any claim payment.

If a claim is paid under this **policy** whether by settlement, compromise or otherwise, no return of **premium** will be allowed.

1.10 How to Make a Complaint

If **you** have a complaint which relates to either **your policy** or to a claim which **you** have submitted under **your policy** then please raise this in the first instance with **us,** using the below details, and **we** will acknowledge **your** concerns within 5 working days. Please quote **your** contract and **policy** number in all correspondence so that any complaint can be dealt with speedily.

Markel International Insurance Company Ltd,
20 Fenchurch Street
London
EC3M 3AZ

Telephone: 020 7953 6020
Email: complaints@markelintl.com

Whilst reviewing **your** complaint **we** will:

- acknowledge **your** complaint promptly
- investigate **your** complaint quickly and thoroughly
- keep **you** informed of the progress of **your** complaint
- do everything possible to resolve **your** complaint

We are obliged to provide **you** with a written offer of resolution within 8 weeks of the date **your** complaint was received.

If **you** are unhappy with the final decision made by **us**, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 0234567 (for landline users)
Telephone: 0300 1239123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of the final response from **us** to refer **your** complaint(s) to the FOS.

This does not affect **your** right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

In respect of the Legal Helpline Specifically

The legal advice line is provided by Markel Law LLP which is authorised and regulated by the Law Society and is part of the Markel Group of companies.

If **you** have a complaint regarding the legal advice line, please contact the Compliance Officer, using the details below, who will be responsible for dealing with client care issues.

You can contact them:

By Post:

Markel Law LLP,
11th Floor,
82 King St,
Manchester,
M2 4WQ,

By Email: Michael.Black@markel.com

By Telephone: 0345 351 0025.

We will deal with the complaint in accordance with **our** complaints procedure, a copy of which is available on request.

Once **we** have exhausted **our** internal procedure, if **you** are not satisfied with **our** handling of **your** complaint or the outcome, **you** may contact The Legal Ombudsman Service and ask them to consider the matter, using the details below:

By Post:
PO Box 6167,
Slough,
SL1 0EH,

By Email: enquiries@legalombudsman.org.uk

By Telephone: 0300 555 0333

1.11 **Financial Services Compensation Scheme (FSCS)**

Markel International Insurance Company Limited is covered by the Financial Services Compensation Scheme ("FSCS"). **You** may be entitled to compensation from FSCS if Markel International Insurance Company Limited is unable to meet its obligations to **you** under this insurance.

If **you** are entitled to compensation from FSCS, the level and extent of compensation will depend on the nature of this insurance. Further information about FSCS is available on their website: www.fscs.org.uk or you can write to them at PO Box 300, Mitcheldean, GL17 1DY.

1.12 Fraudulent Claims

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **we**:

(a) will not be liable to pay the claim; and

(b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and

(c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above:

(i) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and

(ii) **we** need not return any of the **premium** paid.

1.13 Fraud Prevention

We need to carry out fraud, and anti- money laundering checks, and this will involve sharing **your** personal data (such as **your** name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange.

If **you** make a claim, **we** will share **your** personal data, where necessary, with other companies, including other insurers and anti-fraud organisations, to help prevent fraud. To decide whether to accept and pay all or part of a claim, **we** may, with **our** agreement, appoint loss adjusters or external investigation services to act on **our** behalf.

If false or inaccurate information is provided and fraud is identified. **Your** personal data will be passed to fraud prevention agencies including Claims and Underwriting Exchange and the Insurance Fraud Register run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, **we** may need to process **your** special categories of data such as criminal offence information and share it with fraud prevention agencies.

1.14 Choice of Law

Subject always to the dispute resolution procedure, this **policy** is governed by the laws of England and Wales and is subject to the jurisdiction of the courts of England and Wales, unless **you** are a permanent resident of Scotland, in which case this **policy** will be governed by the laws of Scotland and subject to the exclusive jurisdiction of the Scottish courts.

The language of this **policy** and all communications relating to it will be in English.

1.15 Accessibility

Upon request, **we** can provide Braille, audio or large print versions of the **policy** and any associated documentation. If **you** require an alternative format **you** should contact **us**.

1.16 Third Party Rights

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

1.17 Renewal

Your policy is an annual contract and each renewal is the start of a separate **period of insurance**. Shortly before each **policy** anniversary **we** will invite renewal, although **we** are not obliged to.

We may amend the terms of the **policy**, change age limits, impose exceptions, withdraw sections of cover or change the **premium** however **we** will advise **you** of any changes to the terms of **your policy** or if **we** are not offering renewal.

1.18 Several liability

Our liability under this contract is several and not joint with other insurers party to this contract. **We** are liable only for the proportion of liability **we** have underwritten. **We** are not jointly liable for the proportion of liability underwritten by any other insurer. **We** are not otherwise responsible for any liability of any other insurer that may underwrite this contract.

1.19 Feedback

We would welcome any feedback **you** may have on this **policy** and **your** engagement with **us**. **We** are committed to providing a high quality and professional service and to maintain good outcomes for **our** customers by seeking to ensure clear and effective documentation and communications. If **you** have any queries in relation to this **policy**, how it operates or any of the information contained in this document, please do also get in touch with **us**.

1.20 Premium Payment

Despite the Cancellation and Cooling-Off Period, if payment of the **premium** has been arranged on a deferred basis with a premium finance company which has entered into a contractual agreement with **us** to provide premium credit facilities, then it is agreed that:

(a) if payment of any instalment to the premium finance company is overdue, **we** may, in accordance with the authority granted to the premium finance company by **you** under the terms of the Credit Agreement, accept cancellation instructions from the premium finance company and will allow a return pro-rata premium to the premium finance company provided there have been no claims or circumstances known or reported to **us** during the **period of insurance**; and

(b) all **premiums** due or returned will be processed by the premium finance company in accordance with the Credit Agreement.

2. Words With Special Meaning

The following words have a special meaning when used within this **policy**. The special meaning will apply when the word is shown in **bold**.

Abuse	means any act, threat or allegation involving molestation, harassment, corporal punishment, assault, battery or any other form of physical, sexual, emotional, psychological or mental abuse.
Buildings	means the **buildings** at the **premises.** The **buildings** must be: (a) owned by **you** or occupied either solely by **you** or in part by **you;** (b) owned or occupied by **you** in connection with **your business** and/or as a private dwelling or offices; (c) constructed of and roofed with non-combustible materials. The **buildings** also include: (i) landlords fixtures and fitting that are either in or on the **buildings;** (ii) walls, gates and fences, car parks, yards, private roads, pavements and paths that are all on the same **premises** as the **buildings;** (iii) small outside **buildings**, annexes, loading bays, conveniences, external fire escapes, staircases, gangways and pedestrian ways that are attached to the **buildings** or belong to them; and (iv) lowering and loading apparatus, water and fuel tanks and ancillary equipment, service pipes, trunking, piping, ducting, cables, wires and their associated control gear and accessories that extend from the **building** to the public mains which **you** are responsible for and provided that they are not otherwise insured.
Business	means **your** activities, profession or occupation that **you** have told **us** about and which **we** have confirmed are acceptable to **us** for the purpose of this **policy**.
Civil Commotion	means a substantial violent disturbance by a large number of persons assembled together and acting with common purpose or intent.
Claim	means a written demand for damages (including claimants' costs) received by **you**, including any civil or arbitration proceedings. All **claims** whether made against or sought by one or more of **you**, wholly or substantially arising from or having any connection with or relation to: (a) the same event, occurrence, act, error, omission or breach of duty or having the same originating or underlying cause; or (b) a series of events, occurrences, acts, errors, omissions or breaches of duty or having the same originating or underlying cause; shall be deemed to be one **claim** or single application of costs under this **policy** for the purposes of deciding the applicable **limit of liability** and the application of any **excess** under this **policy**. **We** will decide how this provision is applied.

Communicable Disease	means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means, either directly or indirectly.
Computer System	means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **you** or any other party.
Contamination	means the (a) contamination (b) poisoning (c) prevention or limitation of use of objects due to the effects of chemical or biological substances.
Costs and Expenses	means costs, fees and expenses incurred by **you** with **our** written prior consent in the defence or settlement of any **claim** under this **policy** including costs for representation at a coroner's inquest arising out of the death of a patient of **yours**. **We** will only defend proceedings if **we** believe there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence. For the avoidance of doubt, **we** shall have no duty to defend any **claim** or provide any legal representation in connection with any circumstance or **claim** where: (a) **you** have been arrested, charged, or is the subject of a formal criminal investigation in connection with the matters giving rise to the **claim** or circumstance; or (b) **we** reasonably suspect that the **claim** or circumstance has arisen out of, is based upon, or is attributable to any actual or alleged criminal act or omission by **you**. **Costs and expenses** do not include damages and costs awarded against **you** or any kind of payment for work or service due to **you**
Cyber Act	means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.
Cyber Incident	means: (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.
Damage	means physical loss of or direct physical damage to tangible property.

Data Breach	means any event involving the loss, theft, accidental or unintentional release, disclosure or accidental publication of personal data under **your** control where the Information Commissioner's Office directs, or would direct, **you** to inform individual data subjects of the event
Electronic Data	means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.
Employee	means: (a) any person under a contract of employment or contract of service or apprenticeship with **you**; (b) person deemed to be an employee of **yours** under a workers' compensation, disability benefits or unemployment or employment compensation law or any similar law; (c) a person undertaking study or work experience, voluntary work or youth training scheme with **you**; in each case, working for and under **your** control and in connection with **your business** within the **territorial limits**.
Excess	means the amount that you are responsible for in the event of a claim or loss under this **policy**, that is stated on the **schedule.**
Financial Loss	means a pecuniary loss, cost or expense not occasioned by **bodily injury** or **property damage** that is sustained by any party other than **you**.
Injury	means (a) physical bodily injury; (b) medically recognised psychiatric injury; (c) sickness; (d) disease; or (e) death.
Mould	means any permanent or impermanent fungus (including mould or mildew but not including dry rot) or any of the spores, scents or by-products produced by a fungus regardless of whether or not they are proved to have caused any disease, injury or damage.
Mould Event	means any actual, alleged or threat of: (a) contact with (b) exposure to (c) inhalation of (d) absorption of (e) discharge of (f) dispersal of (g) seepage of (h) migration of

	(i) release of (j) escape of (k) presence of (l) growth of **mould**.
Period of Insurance	means the period of time from the commencement date stated in the **schedule** to the expiry date stated in the **schedule**, unless this **policy** is cancelled, in which case the expiry date will be that determined by the cancellation provisions of this **policy**.
Policy	means collectively means this document, the **schedule** (including any schedules issued in substitution) and any **endorsement** attaching to this document or the **schedule**.
Pollution	means the (a) discharge; (b) dispersal; (c) release; or (d) escape; of any irritant or contaminant.
Premises	means the premises that **you** use for the purposes of **your business** within the **territorial limits**.
Property	means property owned by **you** or for which you are legally responsible, shown in the **schedule** and against which a sum insured is shown.
Riot	means a violent disturbance by a group of persons assembled together for a common purpose which threatens the public peace.
Strike	mean a lockout or total or partial work stoppage to enforce demands made on an employer or to protest against an act or condition.
Territorial limits	means the location(s) specified on the **schedule** only.
Terrorism	means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political; religious; ideological; or similar purposes including the intention to influence any government (de facto or de jure) and/or to put the public in fear for such purposes.
Us/We/Our/ Insurer	means Markel (Uk) Limited on behalf of Markel International Insurance Company Limited unless otherwise stated within a respective Section of cover.
You/Your	means: (a) the first named insured, specified in the **schedule**; and (b) any director or **employee** of **yours** but only for acts within the scope of their employment; and

(c) the legal or personal representative of **your** estate, in their capacity as such, following upon **your** death and in respect of liability incurred by **you**, provided that if indemnity is extended to any such party, that party shall be subject to the terms of this **policy** so far as they can apply.

3. What is Not Covered

The following Exclusions apply to all Sections of **your policy**, unless stated otherwise, and are in addition to any Exclusions contained within each Section.

There is no cover under this **policy** for any loss, damage, liability, cost or expense caused by, arising out of or relating to:

3.1 **Alteration**

any alteration after the start of the **period of insurance** which results in:

(a) a change in ownership of **your business**

(b) **your business** is involved in a merger or acquires another business

(c) **your business** changes

unless **we** have been notified of and agree to the alteration.

3.2 **Asbestos**

the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

3.3 **Communicable Disease**

(a) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of a **communicable disease** or from any fear or threat of a **communicable disease**;

(b) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a **communicable disease**;

(c) any liability for or loss, cost or expense arising out of, any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of a **communicable disease** or the fear or the threat of a **communicable disease**.

3.4 **Cyber**

any:

(a) **cyber act** or **cyber incident**;

(b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **electronic data**, including any amount pertaining to the value of such **electronic data**; or

(c) any **data breach;**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3.5 **Deliberate acts**

(a) any deliberate, intended or wilful acts by **you**;

(b) failure by **you** to comply with any material statute, regulation, ordinance, administrative complaint, notice of violation, directive, order, or instruction made by or on behalf of any governmental body; or

(c) any dishonest, deceitful, fraudulent, reckless, knowingly wrongful, criminal or malicious act, error or omission by **you** or collusion in or direction of any dishonest, deceitful, fraudulent, reckless, wrongful, criminal or malicious act, error or omission by **you**.

3.6 **Fines and Penalties**

any:

(a) fine or penalty;

(b) non-compensatory damages;

(c) aggravated damages;

(d) liquidated damages; or

(e) damages resulting from the multiplication of compensatory damages.

3.7 **Joint Ventures**

any legal liability arises from the acts or omissions of other members of the joint venture or consortium, if **you** are part of a joint venture or consortium.

We will only cover **you** for **your** legal liability arising from **your** own acts or omissions.

3.8 **Known Circumstances**

circumstances existing prior to or at inception of this **policy** and which **you** knew or ought reasonably to have known might give rise to a claim or loss.

3.9 **Mould**

any **mould** or a **mould event**.

3.10 **PFAS**

any:

(a) perfluorinated compounds (PFCs) including, but not limited to, perfluoroalkyl and polyfluorinated alkyl substances (PFAS), perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), perfluoroether carboxylic and sulfonic acids (PFECAs and PFESAs, respectively), and any related products and chemicals, including any constituents of, additives to, derivative of or degradation by products thereof; or

(b) any hexafluoropropylene oxide dimer acid (HFPO-DA), GenX, and any other replacement PFOA or any chemical included on the U.S. Environmental Protection Agency's PFAS Research List, Regulations Amending the Prohibition of Certain Toxic Substances Regulations, 2012 (Canada), European Chemical Agency (ECHA), or any similar federal, state, local or foreign act, statute, regulation, ordinance, requirement or law (including additions and amendments thereto).

This exclusion shall be paramount and shall override anything in this **policy** that is inconsistent with this exclusion

3.11 **Political Risk**

any confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives **you** of the use or value of **your** property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.

3.12 **Pollutants**

any continuous, intermittent or repeated exposure to or ingestion, inhalation, installation, distribution, manufacture, sale, utilisation, existence or absorption of the following substances or conditions in any form: tobacco, alcohol, coal dust, polychlorinated biphenyls, silica, benzene, lead, talc, dioxin, pharmaceutical products or drugs of any type, pesticides or herbicides, human immune virus or acquired immune deficiency syndrome or electromagnetic fields

3.13 **Radioactive Contaminations and Sonic Bangs**

(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; or

(c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

3.14 **Strike Riot and Civil Commotion**

any **strike**, **riot** or **civil commotion**, including action taken by any person or authority in controlling, preventing or suppressing any **strike**, **riot** and/or **civil commotion**. This exclusion applies regardless of whether any loss, damage, claim, cost, expense or other sum of whatsoever nature is caused by, results from, arises out of or in connection with any other cause or event contributing concurrently or in any other sequence to it.

If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **policy** the burden of proving the contrary shall be upon **you**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3.15 **Terrorism**

with any act fear or threat of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If **we** claim that something isn't covered by this **policy** due to this exclusion, it's up to **you** to prove otherwise.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3.16 **War**

war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

4. General Conditions

The following conditions apply to all Sections of **your policy**, unless stated otherwise, and are in addition to any conditions contained within each Section.

4.1 **Fire and electrical safety**

You must ensure that:

(a) a Gas Safe registered engineer:

(i) inspects and services all gas appliances, fittings and flues, including portable gas-fired heating appliances, at least once every twelve (12) months; and

(ii) carries out all remedial work identified as necessary following an inspection or service;

(b) a competent person authorised to carry out electrical safety work in accordance with Part P of the Building Regulations:

(i) inspects and tests all electrical equipment and appliances, including portable electric heating appliances, before their initial use and at least once every five (5) years afterwards; and

(ii) inspects and tests the electrical installation at least once every five years to confirm that it is safe and complies with the electrical safety requirements applying at the time of the inspection; and

(iii) adequate and suitable receptacles for the safe disposal of smoking materials are provided in every area of the premises where smoking is permitted.

We will not pay a claim while **you** are not complying with the relevant part of this condition, unless **you** show that **your** failure to comply could not have increased the risk of the loss, damage, injury or liability occurring in the circumstances in which it occurred.

4.2 **Temporary portable heating appliances**

Where a portable heating appliance is used at the **premises**, **you** must ensure that:

(a) only an electric or gas-fired appliance is used;

(b) the appliance is used, maintained and serviced in accordance with the manufacturer's recommendations;

(c) the appliance is positioned a safe distance from combustible materials;

(d) the appliance is stable and, where necessary, suitably guarded to prevent contact with a hot surface, naked flame or electric heating element;

(e) every electrical lead, cable and fuel pipe is adequately secured and protected so that it does not create a trip or other safety hazard; and

(f) the appliance is switched off whenever the area in which it is being used is unoccupied.

We will not pay a claim arising from a portable heating appliance while **you** are not complying with this condition, unless **you** show that **your** failure to comply could not have increased the risk of the loss, damage, injury or liability occurring in the circumstances in which it occurred.

4.3 **Battery charging**

When charging a battery at the **premises**, **you** must ensure that:

(a) the battery is charged in accordance with the manufacturer's recommendations;

(b) if the battery is vented, it is charged in a dedicated, well-ventilated area kept free from combustible materials and sources of ignition; and

(c) the battery is not left charging overnight.

We will not pay a claim arising from battery charging while **you** are not complying with this condition, unless **you** show that **your** failure to comply could not have increased the risk of the loss, damage, injury or liability occurring in the circumstances in which it occurred.

4.4 **Electronic Data Processing Media Valuation**

Despite any other basis of settlement under this **policy**, where electronic data processing media suffers **damage** covered under this **policy**, **we** will pay:

(a) the cost of repairing, replacing or restoring the damaged media with blank media of an equivalent type and quality; and

(b) where the **electronic data** is copied onto the repaired, replaced or restored media, the reasonable cost of copying that data from a back-up or from an original of a previous generation.

If the **damaged electronic data** is not repaired, replaced or restored, **we** will pay only the cost of equivalent blank media.

We will not pay:

(i) any research or engineering costs;

(ii) any costs of recreating, gathering or assembling electronic data, other than the copying costs expressly covered above; or

(iii) any amount representing the value of electronic data to you or any other person, whether or not that data can be recreated, gathered or assembled.

The most **we** will pay under this provision remains subject to the applicable sum insured and any other **limit of liability** or sublimit shown in the **schedule**. **We** will not pay the **excess**.

4.5 **Application of Sub Limits**

(a) **Application to Insured Interests**

Each sublimit stated in this **policy** applies as part of, and not in addition to, the applicable **limit of liability** for an occurrence insured hereunder.

Each sublimit is the maximum amount that **we** will pay under this **policy** for all insured loss, damage, expense, business interruption or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.

4.6 **Protection, Preservation and Security of the Property**

You must ensure that:

(a) all systems, appliances and extinguishers that are installed for the protection of the **premises** are:

(iv) installed in accordance with the manufacturer's specification;

(v) not altered, varied or affected by any structural alteration to the **premises** without **our** prior written consent;

(vi) in full and efficient working order at all times; and

(vii) regularly serviced either under the manufacturer's maintenance contract or an NSI or LPCB approved contractor in accordance with the manufacturer's specifications;

(b) the fire alarm is tested at least weekly and continually set in active mode;

(c) the intruder alarm is tested and fully set whenever the alarmed portion of the **premises** is closed for **business** or not attended by **you** or any competent adult authorised by **you** to be responsible for the security of the **premises**;

(d) the sprinkler system and its water supplies are inspected and tested weekly to ascertain they are in working order and that control valves are in the fully open position and, if required by **you**, the water supply is tested for adequacy quarterly or half yearly;

(e) the fire extinguishers are inspected regularly to ensure effective operation;

The particulars of the tests described above shall be recorded and any defect whether revealed by such tests or otherwise will be remedied promptly.

(f) **we** are notified as soon as reasonably practicable:

(i) upon discovery of any defects that arise in the alarm system, that such defects are remedied as soon as is practicable and that **we** are advised in writing once the alarm system is fully operational; and

(ii) of any withdrawal, disconnection or failure of or downgrading of any civil authority response to the alarm system likely to leave any area unprotected;

(g) **you** have all available keyholders notified to all appropriate services;

(h) all reasonable steps are taken to ensure that the sprinkler system is protected from frost insofar as **your** responsibility extends to maintaining the installation; and

(i) a training programme for appointed staff to ensure familiarity with the operation of fire extinguishing appliances is established, maintained and documented.

The cover provided by this **policy** will not be invalidated by any defect in the said systems due to circumstances beyond **your** control arising after the systems have been properly set.

In the event of breach of this Condition, **we** shall have no liability under this **policy**, unless **you** can show that non-compliance with this condition could not have increased the risk of the loss that actually occurred in the circumstances in which it occurred.

4.7 **Currency**

If the **schedule** specifies that a different currency shall apply to the **policy** than the one referenced within **your** wording, any such values shown within **your** wording shall be converted to the currency shown within the **schedule**. The rate of exchange to be used shall be the daily rate of exchange as held by **us** for the first day on which the event or incident, as insured under this **policy**, occurred.

4.8 **Defence of Claims**

(a) **we** are entitled to take over the defence or settlement of any claim in **your** name.

(b) **you** are entitled at **your** own risk to contest any claim or legal proceedings which in **our** opinion should be compromised or settled but, if **you** choose to do this, **we** will not be liable for any loss incurred as a result of **your** refusal to compromise or settle the claim or legal proceedings.

4.9 **Erosion of Excess by Costs and Expenses**

In the event that any payments made by **you** in respect of **costs and expenses**, such payment will count towards reducing the amount of the applicable **excess**

4.10 **Discharge by Payment**

In connection with any **claim** against **you**, **we** may, at any time, pay **you** a sum equal to the applicable **limit of liability** or any lesser amount for which, in **our** reasonable opinion, such **claim** can be settled. Upon payment of such sums, **we** shall be entitled to relinquish the control of such **claim** and be under no further liability in connection with such **claim**, save for such **costs and expenses** as **we** have already agreed in writing to pay in respect of matters prior to the date of such payment.

4.11 **Interpretation**

Words when appearing in bold type, are defined terms whose meanings appear in either the General Definitions or the Definitions of each Section. They shall have the same meaning whether expressed in the singular or the plural.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders and any word appearing in this **policy** in the singular shall include the plural, and in the plural shall include the singular.

Headings and titles of paragraphs are included for ease of reference only and do not lend any meaning to this **policy**.

Reference to any legislation or regulation includes reference to that instrument as revised or replaced and any other legislation or regulation of materially identical intent.

References to Extensions, General Exclusions, General Conditions and General Definitions relate to the respective Sections of this **policy**.

4.12 **Alteration**

If after the start of the **period of insurance**, there is any alteration to the **business** or the **premises** which results in an increase in the risk of a **claim**, **you** must notify **us** of the relevant change.

We may, at **our** absolute discretion, cancel, suspend or alter the terms of the **policy** or increase the **premium** with effect from the relevant event.

If **you** fail to notify **us** of a relevant event, **we** shall not pay for loss or damage (or any part thereof) caused by that alteration.

4.13 **Dispute resolution**

All disputes and differences arising under or in connection with this **policy** shall be referred to arbitration under ARIAS Arbitration Rules.

The Arbitration Tribunal shall consist of three arbitrators, one to be appointed by the Claimant, one to be appointed by the Respondent and the third to be appointed by the two appointed arbitrators.

The third member of the Tribunal shall be appointed as soon as possible (and no later than twenty-eight (28) days) after the appointment of the two party-appointed arbitrators. The Tribunal shall be constituted upon the appointment of the third arbitrator.

The Arbitrators shall be persons (including those who have retired) with not less than ten years' experience of insurance or reinsurance within the industry or as lawyers or other professional advisers serving the industry.

Where a party fails to appoint an arbitrator within fourteen (14) days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within twenty-eight (28) days of their appointment, then upon application ARIAS (UK) will appoint an arbitrator to fill the vacancy. At any time prior to the appointment by ARIAS (UK) the party or arbitrators in default may make such appointment.

The Tribunal may in its sole discretion make such orders and directions as it considers to be necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions.

(a) The seat of the arbitration will be London.

(b) The proper law of this arbitration shall be the law of England and Wales.

4.14 **Subrogation**

We will be entitled to take over and undertake in **your** name, all **your** rights of recovery against anyone before or after any payment under **your policy**.

You will give **us** all the assistance **we** may require to exercise those rights of recovery.

We agree, to not to exercise those rights against any director, officer or member of **yours** or any **employee** unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director, officer, member or employee under the following Sections:

(a) Public and Products Liability;

(b) Employers' Liability; and

(c) Cyber and Data Risks

We agree not to exercise those rights against any company that is a subsidiary or parent company of **yours** (subsidiary or parent company being defined by current legislation). However this will not apply to the Employers' Liability and Public and Product Liability Sections,

4.15 **Notice**

Any notice under **your policy** will be regarded as given

(a) to **us** if sent to the Markel entity listed in the **schedule**.

(b) to **you** if sent by post to **your** last known address.

4.16 **Non-aggregation**

If payment is available under more than one Section of cover under this **policy**, the total amount payable under any one Section of cover will be reduced by any amount payable or paid under any other Section of cover.

4.17 **Shared Limits**

In the event **we** comprise more than one Markel group entity, the **sums insured**, **limits of liability**, sub limits, **deductibles** and retentions shown in the **schedule**, and elsewhere in the **policy**, will be the collective total amounts applicable to any **claims** or losses under this **policy** and will not apply per Markel group entity.

4.18 **Reliance on Information Provided to Us**

In deciding to issue **your policy** and in setting the terms and **premium**, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **you** become aware that information **you** have given **us** is inaccurate **you** must inform **us** as soon as practicable.

The information **you** have provided to **us** constitutes **your** fair presentation of risk. A 'fair presentation of the risk' is one:

(a) which discloses to **us** every material circumstance which **you** know of or ought to know of; or

(i) gives **us** sufficient information to put **us** on notice that **we** will need to make further enquiries for the purpose of revealing those material circumstances; and

(ii) which makes that disclosure in a manner which is reasonably clear and accessible to **us**; and

(b) in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

A 'material circumstance' is one that would influence **our** decision as to whether or not to agree to insure **you** and, if so, the terms of that insurance. If **you** are in any doubt as to whether a circumstance is material **you** should disclose it to **us**.

If **you** fail to make a fair presentation of risk there are a number of remedies available to **us** which are set out in Breach of the Duty of Fair Presentation.

4.19 **Change of Interest / Alteration of Risk**

You must provide **us** with written notice of any change in **your business** which materially increases the risk under the **policy**. Until **you** have received **our** written consent to the change in **your business**, no cover will be provided for any loss, liability cost or expense caused by, arising out of or relating to such change.

If such change in **your business** means that **we** would**:**

(a) not have entered into the **policy** at all **we** may avoid this **policy** and refuse all requests for payment and will return the **premium** paid;

(b) have entered into the **policy** but on different terms (other than terms relating to the **premium**), **we** will provide such different terms to **you**, and if such terms are accepted by **you** this **policy** will be treated as if it had been entered into on those different terms from the outset; or

(c) have entered into the **policy** but would have charged a higher **premium we** may request an additional premium in light of the change in **your business**;

then **we** will notify **you** of any changes amends or cancellations in accordance with (a)-(c) above and in the event that any amends or changes as described in (b) or (c) above are not accepted by **you** then this **policy** shall be cancelled in accordance with Cancellation and Cooling-Off Period.

4.20 **Breach of the Duty of Fair Presentation**

(a) **You** must ensure that the following clauses are complied with:

(i) from inception of this **policy** and for the duration of the **period of insurance**;

(ii) at any potential renewal of this **policy**; and

(iii) whenever changes are made to this **policy**.

(b) **Breach of Duty Prior to Entering into the Policy**

If **you** breach the duty of fair presentation recklessly or deliberately prior to entering into this **policy**, the remedies available to **us** are:

(i) **we** may avoid this **policy** and refuse all requests for payment; and

(ii) **we** need not return any of the **premium** paid.

If the breach of the duty of fair presentation is not deliberate or reckless, **our** remedy will depend upon what **we** would have done if **you** had complied with the duty of fair presentation. if **we** would:

1. not have entered into the **policy** at all **we** may avoid this **policy** and refuse all requests for payment and will return the **premium** paid;

2. have entered into the **policy** but on different terms (other than terms relating to the **premium**), this **policy** will be treated as if it had been entered into on those different terms from the outset; or

3. have entered into the **policy** but would have charged a higher **premium we** may proportionately reduce the amount to be paid under this **policy** and, if applicable, any amount already paid in the same proportion as the **premium we** would have charged bears to the **premium** actually charged.

(c) **Breach of Duty Prior to Entering into a Variation of this Policy**

If **you** breach the duty of fair presentation recklessly or deliberately prior to entering into a variation of this **policy**, the remedies available to **us** are:

(i) **we** may treat this **policy** as having been terminated from the time when the variation was concluded; and

(ii) **we** need not return any of the **premium** paid.

If the breach of the duty of fair presentation is not deliberate or reckless, **our** remedy will depend upon what **we** would have done if **you** had complied with the duty of fair presentation. if **we**:

1. would not have agreed to the variation at all **we** may treat the contract as if the variation was never made and will return any extra **premium** paid;

2. would have agreed to the variation but on different terms (other than terms relating to the **premium**), the variation will be treated as if it had been entered into on those different terms from the outset; or

3. would have increased the **premium** by more than **we** did or at all, **we** may proportionally reduce the amount to be paid under this **policy** arising out of events after the variation.

4.21 **Calibration Procedures and Maintenance**

You must ensure that all equipment utilised for the purpose of **your business** is calibrated and/or maintained in accordance with the manufacturer's recommendations.

We will not make any payment under this **policy** in respect of any event, circumstance, or occurrence whilst **you** are not in compliance with this Condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

This Condition does not apply to the Employers' Liability Section.

4.22 **Maintenance of Rights and Remedies**

You must maintain all **your** rights and remedies against all service providers, designers, consultants or contractors that **you** engage.

We will not make any payment under this **policy** in respect of any event, circumstance, or occurrence whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

4.23 **Other Insurance**

If at any time of any **claim(s)** or losses covered by this **policy** there is or, but for the existence of the **policy**, would be any other insurance covering the same liability, then the cover afforded by this

policy will not apply in respect of any amount beyond that which would have been payable under such other insurance had the **policy** not been effected and subject always to the **limit of liability**.

With the exception of the coverage afforded under the Employers' Liability Section, this **policy** shall also always be excess of any compulsory insurance coverages that **you** are required to maintain under the laws and regulations of their jurisdiction.

You must ensure that all such compulsory coverages are in place and valid for the duration of the **period of insurance**. This **policy** will only respond to **claims** or losses once the limits of the compulsory coverages have been exhausted and subject always to the **limit of liability**.

4.24 **Reasonable Precautions**

(a) **You** shall, at **your** own expense, take all reasonable steps and precautions that are reasonable within the circumstances to prevent any event, circumstance or occurrence which may give rise to liability under this **policy** and shall maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition. as soon as possible after discovery, **you** shall cause any defect or danger to be made good or remedied and, in the meantime, shall cause such additional precautions to be taken as the circumstances may require.

(b) If **you** become aware of any event, circumstance or occurrence which may give rise to a **claim or** liability against **you**, **you** shall, at **your** own expense, take all reasonable steps and precautions to avoid or minimise any **claim** or liability arising from that event, circumstance or occurrence.

We will not make any payment under this **policy** in respect of any event, circumstance, or occurrence whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

4.25 **Sanctions Limitation Clause**

We shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit under this **policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

4.26 **Insolvency**

This **policy** and any cover afforded under it will automatically end if:

(a) **you** are placed into liquidation, receivership, administration or bankruptcy;

(b) **you** enter into a voluntary arrangement or deed of arrangement;

(c) an application is made to a court for any of those procedures; or

(d) a meeting is held to consider or approve any of those procedures.

Cover for **costs and expenses** and **compensation** will end on the date the **policy** ends. **We** will not pay any **costs and expenses** incurred, or any **compensation** awarded, on or after that date, even if **we** previously agreed to cover the relevant **claim**.

4.27 Multiple Insureds

Our limit of liability will be stated within the **schedule** or may be stated within the policy wording.

Our liability shall not be varied, increased or regarded as varied or increased because of the number or type of **insureds** or claims under the section of cover.

5. Property Damage

The following Section is included if there is a sum insured listed against the cover on the **schedule.**

5.1 What is Covered

In consideration of the payment of **premium**, **we** agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant sums insured and any applicable **excess** shown in the **schedule**, to cover **you** for all risks of **damage** to the **property** that occurs:

(a) at the **premises**; or

(b) whilst in **transit** within the **territorial limits**; and

(c) within the **period of insurance**;

unless otherwise excluded under this **policy**.

5.2 What We Will Pay

The most **we** will pay in the **period of insurance** under this Section will not exceed the applicable sum insured shown in the **schedule** in respect of the **property**.

We will not pay the **excess**.

Reinstatement of Sums Insured

Following **damage** which is insured under this Section, the relevant **sum insured** will be automatically restored to its original amount from the date of the **damage**, provided that **you**:

(a) pay any additional **premium we** may require;

(b) cannot reinstate the limit in the same **event**;

(c) comply with any reasonable recommendations **we** may make to prevent further **damage**; and

(d) **we** will never pay more than the original **sum insured** in respect of the item suffering the **damage**.

5.3 Automatic Extensions

The following extensions apply to this Section automatically. Subject always to the terms and conditions of the **policy**.

The following Extensions, are all subject to the **limit of liability** or any applicable sub limit stated below or within the **schedule**. Any amount payable under these Extensions is within the **limit of liability** for the Section not in addition.

(a) Capital Additions

We agree subject to the terms limitations, exclusions of this **policy** and this Section to extend cover under this Section to cover **your acquired property**.

Providing that:

(i) the total additional values of the **acquired property** does not exceed 20% of the original **sum insured** stated at inception of the **period of insurance** or GBP500,000, whichever is lesser, within the **period of insurance**; and

(ii) **you** have declared the **acquired property** to **us** during the **period of insurance** for determination of whether the **acquired property** can be accepted for cover under this **policy** and determination by **us** of any applicable additional **premium**.

You are required to submit all information including the value of the **acquired property** to **us** within thirty (30) calendar days of the acquisition (or prior to expiry of the **period of insurance** if sooner) and any such additional **premium** charged for the **acquired property** is to be paid by **you** in accordance with the timescales detailed in the Premium Payment Terms.

If the **acquired property** is not declared to **us** in accordance with the terms in this Extension, or **you** have failed to pay the applicable additional **premium**, then no cover will be afforded under this **policy** for such **acquired property**.

This condition does not apply to property whose use or occupancy materially changes the risk from that previously advised to **us**.

(b) **Automatic Increase in Sums Insured**

We agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to include newly erected buildings, extensions and alterations, newly acquired **general contents**, newly acquired **computer equipment**, and inflationary increases in the value of the **buildings**, **general contents** and/or **computer equipment** (but only if the sum insured shown in the **schedule** for the **buildings**, **general contents** and/or **computer equipment**, at the start of the **period of insurance**, is not less than their value).

However, **we** will not pay any more than:

(i) 25% of the sum insured or GBP 50,000, whichever is the least in respect of **buildings**; and/or

(ii) 15% of their respective sums insured or GBP 10,000 in total, whichever is the least in respect of **general contents** or **computer equipment**,

(c) **Grounds of the Premises**

We agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to pay **you**, subject to our prior consent, for the cost of repairing **damage** to the grounds of the **premises** caused by the emergency services following **damage** to the **property**.

However, **we** will only pay for these costs if **we** have paid **you** (or admitted liability) for the **damage** to the **property**.

The total amount **we** will pay for all these costs during the **period of insurance** will not exceed GBP 5,000. This amount is in addition to the **sum insured** shown in the **schedule**.

(d) **Professional Fees**

We agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to reimburse **you** for **your professional fees** incurred by **you** as a direct result of a covered claim for **damage** under this Section.

The most **we** will pay in respect of each and every **event** and in any one **period of insurance** under this extension shall not exceed the applicable **sum insured**.

(e) **Debris Removal**

We agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to reimburse **you** for **your debris removal costs** incurred by **you** as a direct result of a covered claim for **damage** under this Section.

We will not pay any **debris removal costs** under this Extension:

(i) for removing debris except from any site other than the site of the **property damaged** and the area immediately adjacent to the site; or

(ii) that arise from **pollution** or **contamination** of any property that is not insured by this Section of cover.

The most **we** will pay in respect of each and every **event** and in the **period of insurance** for **debris removal costs** is ten (10) percent of the **damaged** portion or the applicable **sum insured** whichever is the lesser amount.

(f) **Temporary Removal**

We agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover the **property** against **damage** occurring during the **period of insurance** and whilst such **property** is temporarily removed from the **premises** for the sole purpose of cleaning, renovation, or repair but remaining always within the **territorial limits**.

We will cover the **property** against **damage** whilst in **transit** by road, rail, air or sea from and to **your premises** and where it is to be cleaned, renovated or repaired.

However, **we** will not pay **you** if:

(i) the **property** is removed to a location that is owned or occupied by **you**;

(ii) the **property** is **damaged** by storm or flood whilst in the open or in **transit**; or

(iii) the **property** is removed for more than ninety (90) consecutive days in any one **period of insurance**, inclusive of any element of **transit**.

The most **we** will pay **you** in respect of each and every event and in the **period of insurance** is twenty percent (20%) of the applicable **sum insured** for the **property** that is **damaged**.

(g) **Loss of Documents**

We agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to pay **you** the cost of repairing, restoring or replacing any **document**

which is **damaged** or mislaid (and which cannot be found after a careful search) during the **period of insurance**.

However, **we** will not pay **you** for any costs arising from the failure or inability to produce the desired or intended result of any programme, instruction or **electronic data** for use in any computer or other electronic data processing device, equipment or system which occurs other than through its **damage**.

The total amount **we** will pay for all these costs during the **period of insurance** will not exceed GBP 25,000.

(h) **Temporary Removal of Computer System Records**

Despite the Cyber exclusion, **we** agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **your computer system records** against **damage** whilst the **computer system records** are temporarily removed from the **premises** for the sole purpose of repair but remaining always within the **territorial limits**.

We will cover the **computer system records** against **damage** whilst in **transit** by road, rail, air or sea from and to **your premises** and where it is to be repaired.

However, **we** will not pay **you** if:

(i) the **computer system records** are removed to a location that is owned or occupied by **you**;

(ii) the **computer system records** are **damaged** by storm or flood whilst in the open or in **transit**; or

(iii) the **computer system records** are removed for more than ninety (90) consecutive days in any one **period of insurance**, inclusive of any element of **transit**.

The **sum insured** for this Extension is GBP 20,000 each and every **event**.

We will only pay for the **damage** sustained to the **computer system records**, **we** will not pay **you** for any value that the **computer system records** pertain to **you**.

(i) **Computer Breakdown**

Despite Exclusion Mechanical or Electrical Breakdown, **we** agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **your computer equipment** against **damage** occurring during the **period of insurance** and while located at the **premises** as a direct result of **breakdown**.

The most **we** will pay **you** under this Extension is GBP 20,000 each and every **event**.

Additional Exclusions

The following exclusions apply to this Extension, in addition to the other applicable exclusions within the General Exclusions and the Additional Exclusions applicable to this Section.

We will not cover any loss, damage, liability, cost or expense caused by, arising out of or relating to:

(i) any **computer equipment** that is equal to ten (10) years of age or older;

(ii) any computer or telecommunication equipment that has not been maintained in accordance with the manufacturer's requirements;

(iii) any depletion, deterioration, corrosion, or erosion of any material;

(iv) any gradual deterioration, wear and tear or inherent defect; or

(v) any damage to or breakdown of any structure or foundation supporting the **computer equipment** or any part thereof.

How We Settle Your Claim

In the event of a claim under this Extension for **breakdown** of the **computer equipment**, at **our** option **we** will either:

1. pay **you** the market value of the **computer equipment** at the time of the **breakdown**; or

2. repair, restore or replace the **computer equipment** or any part of the **computer equipment** that has suffered the **breakdown**;

whichever is the lesser.

However, **we** will only pay **you** if the **computer equipment** is not subject to a manufacturer's guarantee and/or a maintenance contract providing free parts and labour in the event of **breakdown**.

(j) **Replacement of Locks**

We agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for the costs of replacing any locks on the **building** as a direct result of **theft of the keys** during the **period of insurance** and within the **territorial limits**.

The **sum insured** for this Extension is GBP 20,000 each and every **event**.

(k) **Glass and Shop Fronts**

Despite exclusion Glass and Sanitary Ware, **we** agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for **damaged fixed glass** and **shop fronts** at the **premises** that is **damaged** as part of a claim covered under this Section, during the **period of insurance** and within the **territorial limits**.

The most that we will pay you under this Extensions is stated on the **schedule.**

How We Settle Your Claim

If **fixed glass** or the **shop front** is **damaged** at the **premises** during the **period of insurance**, subject to the sum insured shown under the 'Shop Front' section of the **schedule**, **we** will pay **you:**

(i) the cost of replacing the **damaged fixed glass** or the **shop front**;

(ii) the cost of boarding-up any effected areas following **damage** of the **fixed glass** or the **shop front**; and

(iii) the cost of temporarily removing and subsequently refitting tenant fixtures and fittings solely for the purpose of enabling the repair or replacement of the **fixed glass** or the **shop front**, provided that such fixtures and fittings are reinstated to their original position upon completion of the works.

(l) **Fire Fighting and Fire Extinguishing Expenses**

We agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for **your** reasonable and necessary costs and expenses incurred in:

(i) extinguishing a fire at or in the immediate vicinity of the **premises**;

(ii) preventing or attempting to prevent **damage** to the **property** by fire;

(iii) refilling, recharging, or replacing fire extinguishers, sprinkler systems, or other fire protection equipment used in connection with a fire at the **premises**;

(iv) the cost of fire brigade charges or fees for which **you** may be legally liable.

Providing that:

1. such costs and expenses are incurred as a direct result of a fire or threat of fire at the **premises** during the **period of insurance**; and

2. the **sum insured** for this Extension is GBP 20,000 each and every **event**.

(m) **Additional Metered Water Charges**

We agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for increased metered water charges incurred as a direct result of:

(i) a sudden and accidental escape of water from a tank, apparatus or pipe on the **premises**; and

(ii) a covered claim for **damage** as covered under this Section;

occurring during the **period of insurance**.

We will calculate the amount payable by comparing the charge made by the water company for the period during which the loss of metered water occurred with the charges for the corresponding period immediately proceeding such loss of metered water.

We will take into account any relevant factors affecting **your** normal consumption of water during the periods concerned when calculating the amount to be paid.

The **sum insured** for this Extension is GBP 25,000 each and every **event**.

Additional Conditions Applicable to this Extension

The following conditions apply to this Extension, in addition to the other Conditions within the General Conditions and the Section Conditions.

1. **Maintenance of Water Records and Meter Readings**

You must ensure that **you**:

a. conduct a meter reading of the water metered at the **premises** on a weekly basis for the duration of the **period of insurance**;

b. maintain accurate written records of such water meter readings; and

c. provide such copies of the records referenced above as soon as practicable if **we** request to see a copy.

Additional Exclusions Applicable to this Extension

The following exclusions apply to this Extension, in addition to the other applicable exclusions within the General Exclusions and the Additional Exclusions applicable to this Section.

This extension will not cover any loss, damage, liability, cost or expenses caused by, arising out of or relating to any **unoccupied premises**.

(n) **Exhibitions**

We agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **your property** against **damage** occurring whilst away from the **premises** at an **exhibition** during the **period of insurance** and within the **territorial limits**.

The **sum insured** for this Extension the amount stated on the **schedule**.

Additional Exclusions

The following exclusions apply to this Extension, in addition to the other applicable exclusions within the General Exclusions and the Additional Exclusions applicable to this Section.

We will not cover any loss, damage, liability, cost or expense caused by, arising out of or relating to:

(i) the **property** if it is **damaged** whilst at any **premises** that are owned, leased, operated by or occupied by **you**; or

(ii) any **damage** that is more specifically covered elsewhere under any other policy or contract of insurance; or

(iii) defective packing or incorrect or insufficient addressing.

(o) **Inadvertent Failure to Insure**

We agree, subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for **damage** to **property** other than **stock**, owned or

leased by **you**, within the **territorial limits** where **you** have an obligation to insure or are responsible to insure, with **us**, but which has been inadvertently left uninsured.

The most **we** will pay **you** under this Extension is 25% of the **sum insured** shown in the **schedule** or GBP 250,000 whichever is the lesser in respect of any one **event** and in the aggregate in respect of all **events** during the **period of insurance**.

Providing that **you** must:

(i) advise **us** in writing as soon as **you** become aware of any property inadvertently left uninsured and pay the appropriate **premium** due from the date our liability commenced; and

(ii) carry out, at not less than twelve month intervals, a check of all **property** owned or leased by **you** and for which **you** are responsible to ensure that effective insurance is in force.

We will not indemnify **you** in respect of:

1. any property more specifically insured;
2. any appreciation in value; or
3. any claim where cover is provided under the Capital Additions Extension 2.3(a).

(p) **Involuntary Betterment**

We agree, subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for the replacement, following **damage** to **your property**, with property which is as similar as possible and capable of performing the same function(s) where **we** are unable to replace it with the same kind and quality. Such property will not be considered, for the purposes of assessing cover, as being better or more extensive than such **damaged property** when new.

The most **we** will pay **you** under this Extension is either 25% of the **sum insured** shown in the **schedule** or GBP 50,000 whichever is the lesser each and every event.

(q) **Trace and Access from Tanks and Pipes**

We agree, subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for reasonable costs and expenses incurred with **our** consent in:

(i) locating the actual source of covered **damage**; and

(ii) making repairs directly arising from (i);

caused by the sudden and unexpected escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation on the **premises** occurring during the **period of insurance**.

The **sum insured** for this Extension is GBP 10,000 in total for all claims during the **period of insurance**.

(r) **Undamaged Tenants' Improvements**

We agree, subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for loss sustained in respect of undamaged tenants improvements made by **you** if **your** lease is cancelled by the lessor as a direct consequence of a valid condition of **your** lease following covered **damage** to **property** (other than **stock**).

The most **we** will pay **you** under this Extension is 25% of the **sum insured** shown in the **schedule** or GBP 100,000 whichever is the lesser each and every **event**.

(s) **Claims Preparation Costs**

We agree, subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for the reasonable costs paid and evidenced by **you** in respect of fees paid to **your**:

(i) architects;

(ii) engineers; or

(iii) other professionals, but excluding professional accountants;

for producing and certifying the details of evidence required by **us** in respect of **damage** or the resulting business interruption, for which **we** have agreed to cover.

Provided that:

1. **we** will have the right to review and audit all documentation relating to such costs and expenses;

2. **we** will not pay for:

    a. the fees and costs of legal advisors or loss assessors, including any of their subsidiary, related or associated entities;

    b. the fees and costs of any consultants who provide consultation on coverage or negotiate claims;

    c. any additional costs and expenses payable by any of **your employees** and the cost of materials used in meeting **our** requirements;

    d. costs expenses and charges that are not otherwise recoverable under this Section or the **policy**; and

    e. GBP 500 **excess** in respect of each and every claim.

The most **we** will pay under this Extension for both, the Property Damage Section and the Business Interruption Section, combined, is GBP 25,000 in respect of any one **event**.

(t) **Incidental Theft Damage to Buildings**

We agree, subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you**, if **you** do not own the **buildings** on the **premises**

and are not required to insure them, **we** will pay **you** for the cost of repairing **damage** to the **buildings** caused by theft or attempted theft of **your property** during the **period of insurance**.

However, **we** will only pay **you** if the repair of the **damage** to the buildings is necessary to either allow **you** to continue **your business** from the **premises** or make the **premises** secure.

The most **we** will pay in the **period of insurance** is GBP 25,000.

(u) **Stock Seasonal Increase**

We agree, subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section that during:

(i) the months of November and December of each calendar year of which **we** agree to provide cover under this **policy**; and

(ii) the fourteen (14) consecutive calendar days immediately preceding and/or following a public holiday within the United Kingdom, providing such is within the **period of insurance;**

the stock sum insured shown in the **schedule** will be uplifted by thirty (30) percent.

This will not operate cumulatively, the thirty (30) percent uplift will operate from the original sum insured declared at the inception of the **period of insurance.**

(v) **Underground Pipes and Cables**

We agree, subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for **damage** occurring during the **period of insurance** to underground pipes and cables for which **you** are responsible at the **premises**.

However, **we** will only pay **you** if a sum insured is shown in the **schedule** in respect of **buildings**.

(w) **Emergency Services**

We agree, subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for reasonable and necessary charges that you are legally required to pay to the emergency services and as direct result of **damage** to the **property** occurring during the **period of insurance** and as covered under this **policy.**

We will not pay any charges arising from: preventative or precautionary attendance where no **damage** has occurred; routine inspections, servicing, fines or penalties; or any costs not legally recoverable from **you**.

The most **we** will pay in the **period of insurance** will not exceed GBP 5,000. This amount is in addition to the sum insured shown in the **schedule**.

(x) **Homeworking**

We agree, subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for **damage** to **general contents** and **computer equipment** where such equipment is temporarily away from the **premises** at **your** private residence for the purposes of undertaking administrative tasks in connection with **your business**.

However, **we** will not pay **you** for **damage** caused by any member of **your**, or any director, partner, **employee**'s household.

The most **we** will pay in the **period of insurance** will not exceed GBP 5,000. This amount is inclusive of the sum insured.

(y) **Public Authorities**

We agree, subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for additional costs necessarily incurred during the **period of insurance** in reinstating **damaged property** or **general contents** solely to comply with:

(i) any Act of Parliament or subordinate legislation;

(ii) retained EU law or assimilated law; or

(iii) any building regulation, statutory requirement or public authority by-law,

that applies to the **damaged property** or to any undamaged portion of the **property** forming part of the same **premises** provided that:

1. the **damage** is covered under this **policy**;
2. the relevant requirement arises as a result of that **damage**;
3. **you** should not have been in compliance with the relevant requirement prior to such **damage**;
4. the reinstatement begins and is carried out without unreasonable delay; and
5. the reinstatement is completed within the twelve (12) immediately following the **damage**, or within any longer period that **we** agree with **you** in writing.

However, **we** will not pay:

a. any additional cost relating to:

   i. **damage** occurring before the **period of insurance**;

   ii. **damage** that is not covered under this section;

   iii. any notice served on **you** before the **damage** occurred; or

iv. any requirement that **you** were required to comply with before the **damage** occurred or within a period that began before the **damage** occurred;

b. any cost that would have been incurred in reinstating the **damaged property** to a condition equal to, but not better or more extensive than, its condition when new if the relevant requirement had not applied; or

c. any tax, charge or assessment arising from an increase in the value of the **property** following compliance with the relevant requirement.

If compliance with the relevant requirement necessitates reinstatement at another site, **we** will not pay more than **we** would have paid if the reinstatement had been carried out at the **premises**.

5.4 How We Settle Your Claim

The following indicate on what basis a claim under this Property Damage Section may be paid.

(a) Standard basis

This applies to **stock** only.

In the event of covered **damage** to **stock**, **we** will, at our option, either:

(i) pay **you** the market value of the **damaged stock** at the time of the **damage**, taking into account its age and condition; or

(ii) pay **you** the costs incurred by **you** to repair, restore or replace the **damaged stock** to a condition substantially the same as it was at the time of the **damage**.

(b) Reinstatement basis

The following applies to all other property as covered by this **policy**, except **stock.**

In the event of covered **damage** to any **property** other than **stock**, **we** will pay only for the **reinstatement** of the **damaged** property to a condition substantially the same as it was at the time of the **damage**.

Where such **damage** is to **computer equipment**, **reinstatement** will include costs necessarily incurred in the **reinstatement** of any covered programs or data which have been lost, distorted or erased from such **computer equipment** following **damage**. Such costs shall not include the value of such programs or data. If the data and programs are not able to be reinstated then **we** will replace the data and programs with blank media.

Any amount payable to **you** under the Reinstatement Basis will always be capped at:
(i) the amount **we** would have paid had the **damaged** property been totally destroyed; and

(ii) any amount payable had the **damaged** property been covered on a Standard Basis.

5.5 Additional Conditions

The following conditions apply to this Section only and are in addition to the conditions contained within the General Conditions and any applicable **endorsements**.

You must comply with the following conditions or it might impact **your** ability to make a claim under this **policy** or the amount that **we** will pay **you**.

(a) **Average**

The cover provided by this Section is subject to the condition of average. This means, if at the time of the covered **damage** to the **property**, the value of the **damaged property** is greater than the **sum insured** declared to **us** and shown in the **schedule** then **we** will reduce the amount payable under this **policy** to an amount in the same proportion that the **sum insured** bears to the value of the **property** at the time of the **damage**.

Where a **sum insured** is subject to average as stated in the **schedule**, if at the time of the **damage**, the **sum insured** is less than the actual value of the **property**, **you** will be considered as **your** own insurer for the difference and bear a proportionate share of the loss.

(b) **Designation of Property**

If **we** need to determine the heading under which any **property** is insured, **we** agree to accept the designation under which the **property** has been entered in **your business** books.

(c) **Explosion**

If any vessel, machinery or apparatus (or their contents) that is carrying the **property** during a **transit** as covered under this Section is **damaged** by an explosion that originates within the vessel, machinery or apparatus, **you** must comply with any statutory regulations that require the vessel, machinery or apparatus to be examined.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

(d) **Interested parties**

The interest is noted of suppliers of **property** to **you** under a hiring, leasing or similar agreement provided that, in the event of **damage** to the **property you** tell **us** the nature and extent of that interest.

(e) **Non-invalidation**

This Section will not be invalidated by any act or omission or an alteration where the risk of **damage** is increased unknown to **you** and beyond **your** control, provided that:

(i) **you** tell **us** as soon as reasonably practicable **you** become aware of it; and

(ii) pay any additional **premium we** may require; and

(iii) comply with any additional terms **we** may require.

(f) **Alarms**

Where an intruder alarm has been installed at the **premises** by a company approved by the National Security Inspectorate, **you** must ensure that:

(i) the alarm is installed in accordance with the alarm company's specification, a copy of which has been provided to and approved by **us**;

(ii) the alarm is fully operational and effective whenever the **premises** are closed for

business or left unattended;

(iii) the alarm is maintained under a maintenance contract with an alarm company throughout the **period of insurance**; and

(iv) **you** notify **us** as soon as practicably possible if the police or any other relevant authority advises **you** that it will no longer respond to an activation of the intruder alarm at the **premises**.

We will not pay a claim for loss or **damage** caused by theft or attempted theft that occurs while **you** are not complying with this condition, unless **you** show that **your** failure to comply could not have increased the risk of the loss or **damage** occurring in the circumstances in which it occurred.

(g) **Waste**

This condition applies where **your business** includes:

(i) manufacturing;

(ii) processing;

(iii) repair;

(iv) renovation;

(v) workshop activities, including workshops used for training or rehabilitation purposes; or

(vi) any similar work.

You must ensure that:

1. all rags, cloths and similar materials used to remove or clean up oil, grease or flammable liquids are placed in metal receptacles fitted with lids whenever they are not in use; and

2. at least once each day, all trade and workshop waste and refuse is swept up and placed in non-combustible containers kept a safe distance from the buildings and is removed from the **premises** at least once each week.

We will not pay a claim for loss or **damage** caused by fire that occurs while **you** are not complying with this condition, unless you show that **your** failure to comply could not have increased the risk of the loss or **damage** occurring in the circumstances in which it occurred.

(h) **Security Protections**

You must comply with the following security protections throughout the **period of insurance**:

(i) All final exit timber doors must:

1. have frames which are at least 45mm thick;

2. be fitted with mortice deadlocks which conform to British Standard 3621:1980 for thief resistant locks; and

3. if double leaf, also be fitted with security bolts at the top and bottom of their first

closing leaf.

(ii) All final exit aluminium doors must:

1. be fitted with a swing bolt mortice lock; and

2. if double leaf, also be fitted with security bolts at the top and bottom of their first closing leaf.

(iii) All other external or internal doors leading to common areas or other premises must be fitted with key operated security bolts at the top and bottom; and

(iv) All windows on the ground floor and/or which are accessible from roofs, fire escapes or downpipes must be fitted with key operated locks or bars or grilles.

The above requirements shall not apply to any door or window officially designated by the fire authority as a fire exit.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

(i) **Unoccupied Premises**

You must:

(i) notify **us**, without delay, and in writing, when **you** become aware that the **premises** (or any part of the **premises**):

1. becomes **unoccupied** or is going to become **unoccupied**; or

2. becomes re-occupied giving **us** full details of the purpose for which it is to be used; and

3. comply with any additional terms or pay any additional **premium we** may require.

(ii) take the following precautions if the **premises** become **unoccupied** and continue such precautions for the entire time that the **premises** remains **unoccupied**.

You must:

1. secure the **premises** by:

   a. locking all outside doors;

   b. sealing all letterboxes and other openings;

   c. closing and securing all windows;

   d. setting all security and alarm protections in full operation and ensuring that such protections are in proper working order; and

   e. if the **premises** are **unoccupied** for a period of more than six (6) consecutive calendar months **you** must brick up or board up all ground floor windows and, outside doors, except for one door to be used as an access point;

2. clear all waste, combustible materials and gas bottles from the **buildings** and

removed from the **premises** every week; and

3. ensure either **you** or a person nominated by **you** inspects the **buildings** at least once every seven (7) consecutive days, both internally and externally and to carry out any work necessary to maintain the **premises** including any security arrangements, ensuring written records of such inspections are kept and can be provided to **us** upon request; and

4. all gas and electricity mains supplies must be kept disconnected (other than any supplies required to maintain any automatic sprinkler systems or any alarm systems for security or fire protection purposes) unless there is a full time security guard on the **premises**.

We will not make any payment, or reduce any payment made under this **policy** in respect of any **event**, circumstance, or occurrence whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of loss, **damage**, accident or injury occurring in the circumstances in which it occurred.

5.6 Additional Exclusions

The following exclusions apply to this Section only and are in addition to the exclusions contained within the General Exclusions and any applicable **endorsements**.

We will not cover any loss, damage, liability, cost or expense caused by, arising out of or relating to:

(a) **Corrosion, Rust, Oxidation And Evaporation**

any corrosion, rust, decolourisation, oxidation, erosion, leakage or evaporation.

(b) **Wear, Tear and Gradual Deterioration**

any:

(i) wear and tear;

(ii) depreciation;

(iii) the action of light or atmosphere;

(iv) moths, vermin or insects;

(v) any process of cleaning, dyeing, restoring, adjusting, repairing or renovation;

(vi) corrosion, dampness, fungus, dryness, condensation, wet or dry rot; or

(vii) marring, scratching, bruising, deterioration or any gradually operating cause;

other than subsequent and ensuing **damage** directly caused by a cause not otherwise excluded.

(c) **Defective Design and Workmanship**

(i) any defects in design, any faulty workmanship or manufacture; or

(ii) operational error or omission by **you** or any **employee** including any error or costs associations in remedying or repairing any defects or faulty workmanship or error or omission in the programming of machinery;

(d) **Intentional, Deliberate or Fraudulent Acts**

(i) any deliberate, intended or wilful acts, failure to comply with any material statute, regulation, ordinance, administrative complaint, notice of violation, directive, order, or instruction made by or on behalf of any governmental body or competent body by **you** or any **employees**; or

(ii) any dishonest, deceitful, fraudulent, reckless, knowingly wrongful, criminal or malicious act, error or omission by **you** or any **employee** or collusion in or direction of any dishonest, deceitful, fraudulent, reckless, wrongful, criminal or malicious act, error or omission by **you** or any **employees**.

(e) **Mechanical or Electrical Breakdown**

any mechanical or electrical breakdown or derangement, or from adjustment, maintenance or

repair, other than subsequent covered **damage** directly caused by a cause not otherwise excluded.

(f) **Pollution**

any **pollution** or **contamination**.

However, this exclusion will not apply to **damage** to **property** directly caused by:

(i) sudden and accidental **pollution** which is directly caused by a **specified peril** occurring during the **period of insurance**; or

(ii) a **specified peril** which is itself is directly caused by **pollution**;

and is a single, isolated, and identifiable event occurring in it's entirety during the **period of insurance**.

(g) **Subsidence**

any **subsidence** of any kind including**:**

(i) to yards, car parks, roads, pavements, walls, gates or fences at the **premises**;

(ii) demolition, construction, structural alteration or repair of any property;

(iii) groundworks or excavations at the **premises**; or

(iv) within the Isle of Wight.

(h) **Settlement and Bedding Down**

(i) the normal settlement or bedding down of new structures;

(ii) the settlement or movement of made-up ground; or

(iii) coastal or river erosion.

(i) **Theft**

any acts of theft or attempted theft or fear or threat of theft of any **property**:

(i) from any outbuilding;

(ii) in any yard, car park, open space or open sided building unless under **your** care custody and control;

(iii) by, helped, or in any way brought about by **you**, any member of **your** family, or **your** directors, partners or **employees**; or

(iv) whilst in an unattended vehicle.

However, **we** will pay **you** for theft of the **property** from an unattended vehicle where the vehicle is stolen at the same time and:

1. the **property** was proven to be concealed in a locked boot area within the vehicle prior to being left unattended;

2. all points of access to the vehicle were securely locked and any security devices were in full and proper operation; and

3. all keys were removed from the vehicle.

This exclusion will not apply if the theft or attempted theft involves assault or violence or the threat of assault or violence to any member of **your** family, or **your** directors, partners or **employees**.

(j) **Damage to Fences, Gates and Moveable Property**

any damage or loss of fences, gates and moveable property in the open as a direct result of wind, rain, hail, sleet, snow, flood or dust.

(k) **Damage to Roads, Paths and Pavements**

any yard, car park, road, pavement or path connected with weight, vibration or vehicles.

(l) **Unoccupied Premises**

any:

(i) freezing;

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

(iii) escape of oil from any heating installation; or

(iv) acts of malicious persons;

occurring at any **unoccupied** building.

(m) **Glass and sanitary ware**

any glass and sanitary ware;

(n) **Valuable and fragile property**

any:

(i) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books;

(ii) money, cheques, stamps, bonds or credit cards;

(iii) securities of any description; or

(iv) china, earthenware (other than fixed sanitary ware), marble or other fragile or brittle objects.

(o) **Vehicles**

any vehicles and their accessories and equipment, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

(p) **Contract Works**

any:

(i) permanent and/or temporary works forming part of any contract for the maintenance, repair, renovation, refurbishment, alteration, rebuilding or similar of the buildings at the **premises**; and/or

(ii) materials for incorporation in the permanent and/or temporary works.

(q) **Land, Roads or Pavements**

any land, roads, pavements, piers, jetties, bridges, culverts or excavations.

(r) **Livestock, Crops or Plants**

any:

(i) livestock or live animals;

(ii) growing crops;

(iii) lawns; or

(iv) trees, shrubs and plants.

However, this exclusion shall not apply to trees, shrubs and plants that are used for ornamental purposes on the **premises** if they sustain covered **damage** directly caused by a **specified peril** occurring during the **period of insurance** and they are:

(i) contained within the buildings at the **premises**; and

(ii) do not form part of **your general contents**.

(s) **Property More Specifically Insured**

any **property** that **you** have more specifically insured elsewhere or has been more specifically insured on **your** behalf elsewhere.

(t) **Consequential Loss**

any consequential loss or damage including for example, loss of market, loss of use, loss of income, loss of profits, loss of opportunity or interruption of or delay to **business**.

(u) **Unexplained Shortages**

any unexplained loss or disappearance or inventory shortage, misfiling or misplacing of information.

(v) **False Pretence**

any voluntarily parting with the title or possession of any **property**, including if induced by any false or fraudulent scheme, trick, device or pretence.

(w) **Flat Roofs**

any:

(i) damage to any flat-roof section of the **property**; or

(ii) damage to any other part of the **property** caused by or resulting from the condition or failure of a flat-roof section,

if, at the time of the damage, that flat-roof section:

1. had not been adequately inspected, maintained and repaired; or

2. was more than ten (10) years old.

This exclusion applies only where the condition or age of the relevant flat-roof section caused or contributed to the damage.

(x) **Component Self-ignition**

any self-ignition, self-combustion or self-heating of any component of any dynamo, electric motor or other electrical plant installation, apparatus or conductor.

(y) **Infrastructure**

any cessation of, fluctuation or variation in or insufficiency of power, water, gas or electricity supplies.

(z) **Basement Storage**

any property of any kind stored in a basement or cellar on the premises that has not been stored at least fifteen (15) centimetres above the floor level.

(aa) **Defective Packing**

any defective or inadequate packing or insufficient or incorrect addressing for any property whilst in **transit** as covered under this **policy**.

(bb) **Collapse**

any collapse of any **building** on its own or any cracking unless as part of a valid claim made under this Section.

5.7 **Additional Definitions**

In addition to the definitions within the Words with Special Meaning Section and any applicable **endorsements** the following apply in respect of this Section only.

If this definition appears in the Words with Special Meaning Section, then the definition within the Section will apply.

For the purposes of this Section the following definition(s) applies:

(a) **Acquired Property** means additional property of the type(s) already insured by this **policy** and classified as **property**, which has:

(i) been acquired by **you** during the **period of insurance**; and

(ii) been acquired by **you** at least six (6) months immediately prior to any **damage** occurring or **damage** being discovered.

(b) **Breakdown** means a sudden and accidental breakdown of the **computer equipment** which manifests itself as **damage** to the **computer equipment** during the **period of insurance** and necessitates repair or replacement of the **computer equipment**.

(c) **Computer Equipment** means any computers, mobile/cellular telephones, laptops, notebooks, tablets, pagers and other similar handheld communication devices but does not include any item which would have been insured but for the operation of any limit, **excess**, exclusion or condition.

(d) **Computer System Records** means **your** electronic data, programs, and information stored, processed, or transmitted within or through **your computer equipment**, including for example**:**

(i) digital files, databases, and records maintained on any storage media;

(ii) operating systems, applications, and proprietary programs licensed or owned by **you**;

(iii) physical or virtual media used to store or back up data, including hard drives, tapes, disks, and cloud-based repositories; and

(iv) instructions, manuals, and records necessary for the operation or restoration of the **computer equipment**;

used in relation to **your business**.

(e) **Debris Removal Costs** means costs incurred by **you** with **our** prior written consent for the sole purpose of:

(i) removing debris; and/or

(ii) dismantling and/or demolishing;

the **damaged** portion(s) of the **property**.

(f) **Declared Value** means the value declared to and accepted by **us** at the inception of the **period of insurance** which:

(i) represents the costs of the **reinstatement** of the **property** at the inception of the **period of insurance**; and

(ii) excludes any element of inflationary factors;

as stated in brackets next to the **sum insured** on the **schedule**.

If the **declared Value** is found to be less than the cost of **reinstatement** at the inception of the **period of insurance**, the amount payable shall be proportionately reduced in accordance with the Condition of Average.

(g) **Document** means all documents other than:

(i) stamps;

(ii) currency;

(iii) coins;

(iv) bank notes, bullion;

(v) travellers cheques;

(vi) cheques;

(vii) postal orders;

(viii) money orders;

(ix) securities; or

(x) negotiable instruments and documents of the same kind;

which belong to **you** or **you** are legally responsible for and which are in **your** custody or in the custody of another person **you** with **your** consent in the course of **your business**.

(h) **Excess** means the first amount of any claim for which you are responsible, however the following **excess** amounts apply specifically:

(i) GBP 1,000 in respect of **damage** caused by **subsidence**

(ii) GBP 100 in respect of **damage** covered under Loss of Documents

(iii) GBP 250 in respect of all other **damage** unless stated otherwise in the **schedule**

(iv) GBP 25 in respect of the theft of keys covered under Replacement of Locks

(i) **Fixed Glass** means fixed glass, including frames and surrounds, in:

(i) windows;

(ii) doors;

(iii) fanlights;

(iv) glass showcases; and

(v) tops and mirrors

installed on the interior of any retail or office unit of the **business** at the **premises.**

(j) **General Average Contributions** means a legal principle of maritime law to which all parties in a sea venture proportionally share any losses resulting from a voluntary sacrifice of part of the ship's cargo to save the whole adventure in an emergency.

(k) **General Contents** means:

(i) stationery, office furniture and machinery;

(ii) tenants' improvements, alterations and decorations;

(iii) **documents**, manuscripts and **business** books but only for the value of the materials as stationery, together with the cost of clerical labour in writing them up and not for the value to **you** of the information contained in the documents, manuscripts or books;

(iv) patterns, models, moulds, plans and designs;

(v) **computer system records** but only for the value of the materials together with the cost of clerical labour and computer time in reproducing the records (excluding any expense in connection with the production of information to be recorded) and not for the value to **you** of the information contained in the **computer system records** not exceeding GBP 10,000;

(vi) **employees'**, directors', partners', customers' and visitors' personal belongings, but only for an amount not exceeding £500 per person; and

(vii) wines, spirits, cigarettes and tobacco goods kept for entertainment purposes only (and not for sale) not exceeding GBP 500 in total in respect of **damage** by theft

that are within the **buildings** at the **premises**;

General contents does not include:

1. landlord's fixtures and fittings;

2. glass;

3. vehicles licensed for road use including their accessories and equipment; or

4. property that is more specifically insured.

(l) **Personal Effects** means cycles, tools and other personal effects belonging to **your employees'**, directors', partners', customers' and visitors'.

(m) **Professional Fees** means the proven reasonable and necessary fees incurred by **you** for:

(i) surveyors;

(ii) consulting engineers;

(iii) legal; and/or

(iv) other professional fees;

solely for their activities in repairing, restoring or replacing the **damaged property**.

However, for the avoidance of doubt, **professional fees** does not include any fees, cost or expense incurred in preparing any claim or request for payment under this **Policy**.

(n) **Rent** means the amount(s) **you** are legally and contractually committed to pay as a tenant in order to occupy the **premises** during the **period of insurance**.

(o) **Shop Front** means the:

(i) windows;

(ii) doors;

(iii) framework

(iv) fittings

(v) lettering

(vi) signs

(vii) signage

(viii) ornamentation

(ix) burglar alarm foil

installed on the ground floor frontage of any retail or office unit of the **business** at the **premises.**

(p) **Specified Peril** means**:**

(i) fire, including subterranean fire;

(ii) lightning;

(iii) explosion;

(iv) aircraft or other aerial devices (or articles dropped from them);

(v) earthquake;

(vi) **riot**;

(vii) **civil commotion**;

(viii) **strikes**, locked-out workers or persons taking part in labour disturbances

(ix) malicious persons (other than thieves);

(x) storm;

(xi) flood;

(xii) sudden and accidental escape of water from any tank, apparatus or pipe; and

(xiii) impact by road vehicle or animal.

(q) **Stock** means stock and materials in trade (excluding heating oil) including work in progress and finished goods whilst in the buildings at the **premises**.

(r) **Subsidence** means subsidence, ground heave or landslip.

(s) **Theft of Keys** means theft of the keys to a building on the **premises** from:

(i) the building itself;

(ii) **your** home; or

(iii) the home of any of **your** directors, partners or **employees**.

(t) **Transit** means transit within the **territorial limits** in connection with **your business** including the loading and/or unloading of the **stock** onto or from the vehicle

(u) **Uplifted Declared Value** means the **declared value** uplifted by no more than 15% of such **declared value**.

(v) **Unoccupied** means not visited or occupied by **you** for the purpose of the **business** for a period of equal to or excess of thirty (30) consecutive days (other than to comply with a requirement of inspection under **your policy**).

6. Business Interruption

The following Section is included if there is a **limit of liability** listed against the cover on the **schedule.**

6.1 What is Covered

In consideration of the payment of **premium**, **we** agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** and any applicable **excess** shown in the **schedule**, to cover **you** for **your** loss suffered, in accordance with the Basis of Settlement stated on the **schedule**, as a direct result of the entire interruption of the **business** for a period not to exceed the lesser of:

(a) such length of time as would be required, to recommence the **business**; or

(b) the **indemnity period**;

commencing with the date of such **damage** as covered:

(i) under the Property Damage Section of this **policy**; or

(ii) another active property damage policy as declared to and accepted by **us**;

and not limited by the expiration of the **period of insurance** providing such period commences during the **period of insurance**.

6.2 How We Settle Your Claim

In respect of any claims made under this Section, the following indicate on what basis a claim under may be paid. The **schedule** will detail what basis of settlement will apply to the various covers available in this Section.

(a) Coverage Specification

If a "**limit of liability**" is shown on the **schedule** against various covers or items, **we** shall only pay **you** for loss for those specified covers or items, and only up to but not exceeding the **limit of liability** for the relevant cover or item.

(b) Book Debts

If 'Book debts' is shown in the **schedule**, **we** shall pay the difference between the **outstanding debit balances** and the total amounts which **you** are able to trace and collect.

In calculating the amount payable, **we** shall consider:

(i) cash collection prior to the **damage**;

(ii) debit and credit amounts owed and not passed through the books during the period between the last record and the commencement of the **indemnity period**; and

(iii) **your** last record of amounts owed by customers.

"Book Debts" will not include any amounts for:

1. erasure or distortion of information on **computer systems** or other records;

2. deliberate falsification of **business** records;

3. mislaying or misfiling of tapes and records;

4. the deliberate act of the public supply undertaking in restricting or withholding electricity supply; or

5. dishonest or fraudulent acts by **your employees**.

(c) **Revenue**

If 'Revenue' is shown in the **schedule**, the amount **we** shall pay **you** for reduction in **revenue** is the amount the **revenue** falls short, during the **indemnity period**, of the **standard revenue** as a result of the **insured event**.

We shall also pay **increased cost of working**.

(d) **Gross Profit**

If 'Gross Profit' is shown in the **schedule**, the amount **we** will pay **you** shall be calculated by applying the **rate of gross profit** to the amount by which the **turnover** falls short, during the **indemnity period**, of the **standard turnover** as a result of the **insured event**.

We shall also pay **increased cost of working**.

(e) **Rent Receivable**

If 'Rent Receivable' is shown in the **schedule**, the amount **we** shall pay **you** for the reduction in rent is the amount by which the **rent receivable** during the **indemnity period** falls short of the **standard rent receivable** as a result of **damage** to the **premises** rented out by **you** in the course of **your business**.

We shall also pay:

(i) **increased cost of working**

(ii) the costs necessarily incurred during the **indemnity period** in re-letting the **premises**, including legal fees in connection with the re-letting, but excluding any legal fees or other charges associated with re-letting which are payable by the tenant under the new lease agreement, solely in consequence of the **damage**.

We shall not pay more than the **limit of liability** shown in the **schedule**.

6.3 **Conditions of Settlement**

The following settlement provisions apply to any amount payable under this Business Interruption Section.

(a) **Savings**

If any of the charges or expenses of **your business** cease or reduce in consequence of the interruption to **your business** the amount of the savings during the **indemnity period** will be deducted from the amount **we** pay you under any of the items. This includes any mount paid to **you** in government schemes such as furlough payments.

However, this will not apply to any payment for **additional increased cost of working**.

(b) **Average**

If, at the beginning of the interruption to **your business**, the **limit of liability** shown in the **schedule** is less than the **annual revenue** (or, if the 'Maximum Indemnity Period" shown in the **schedule** exceeds twelve (12) months, a proportionally increased amount) the amount **we** pay **you** will be reduced in the same proportion.

However, this will not apply to any payment for **additional increased cost of working**.

(c) **Professional Accountant's Charges**

In addition, **we** shall also pay **you** for reasonable professional accountant charges for producing any particulars or details from **your** business books or any other proofs, information or evidence **we** may request.

(d) **Alternative Trading**

If, during the **indemnity period**, the services provided by **your business** are provided from somewhere other than the **premises**, either by **you** or on **your** behalf, the money paid or payable in respect of those services provided will be taken into account in arriving at the reduction in **revenue**, **gross profit** or **rent receivable** (as applicable) during the **indemnity period**.

(e) **Reinstatement of Loss**

In the event of a loss covered by this Section of cover, the **limit of liability** will not be reduced by the amount of that loss provided **you** pay any appropriate additional **premium we** require and comply with any reasonable requirements **we** may make to prevent any further loss.

(f) **Trends**

In calculating the amount to be paid, all variations or special circumstances affecting the **business** will be taken into account so that the amount paid represents, as closely as possible, the results which would have been expected if the interruption to **your business** had not occurred.

6.4 **Automatic Extensions**

The following extensions apply to this Section automatically. Subject always to the terms and conditions of the **policy**.

The following Extensions, are all subject to the **limit of liability** or any applicable sub limit stated below or within the **schedule**. Any amount payable under these Extensions is within the **limit of liability** for the Section not in addition.

(a) **Denial of Access**

We agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for **your** loss suffered, in accordance with the Basis of Settlement stated on the **schedule**, during the **indemnity period** as a result of interruption to the **business** as a direct result of property within a one mile radius of the **premises** suffering

covered **damage** occuring during the **period of insurance** and following the instructions of a **comptent authority** physically prevents or hinders **you** from using, entering or exiting the **premises** for the purpose of **your business** during the **period of insurance**.

Provided that the denial of access to the **premises** lasts for equal to or excess of eight (8) consecutive hours.

We will not pay for any loss incurred during this first eight (8) hour period.

The most **we** will pay in total in the **period of insurance** is the **limit of liability** shown in the **schedule**.

The maximum **indemnity period** for this Extension shall be three (3) consecutive months, unless stated otherwise on the **schedule**, commencing after the expiration of the first eight (8) hours of the instructions of a **competent authority** physically prevents or hinders **you** from using, entering or exiting the premises.

(b) **Failure of Utilities**

We agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for **your** loss suffered, in accordance with the Basis of Settlement stated on the **schedule**, during the **indemnity period** as a result of interruption to the **business** as a direct result **damage** at the utility provider's premises causing a failure of the utility provider, situated within the **territorial limits**, supplying the **premises** with gas, water, telecommunications, refigerant, electricity or other fuel occuring during the **period of insurance** provided that the failure of supply:

(i) lasts in excess of twenty-four (24) consecutive hours. If it lasts in excess of twenty-four (24) hours then the twenty-four (24) hours will not be deducted from the loss;

(ii) does not arise out of any strikes, labour or trade disputes;

(iii) does not arise out of any drought;

(iv) does not arise out of **your** failure to pay for any utilities supplied;

(v) does not arise out of any **damage** to:

1. lines, pipes, and cables between the termination point of **your premises** and the premises of the supplier; or

2. transmission, relay or routing equipment of the like, whether on land, in the sea, in air, or in space;

(vi) does not arise out of any deliberate acts of a supplier (including the exercise of a power to withdraw or restrict the supply of utilities) in withholding the supply, except where it is:

1. for the sole purpose of safeguarding life;

2. for protecting any part of the supplier's system; or

3. the result of a scheme of rationing due to **damage** to the supplier's premises.

You must notify the supplier as soon as possible in the event of a failure or partial failure of the supply, and at all times during the **period of insurance** comply with the terms of any service contract with the supplier.

The most **we** will pay under this extension during the **period of insurance** is the **limit of liability** shown in the **schedule**.

The maximum **indemnity period** for this Extension shall be three (3) consecutive months, unless stated otherwise on the **schedule**, commencing after the expiration of the first twenty-four (24) hours of the failure of the utility provider.

(c) **Unspecified Customers**

We agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for **your** loss suffered, in accordance with the Basis of Settlement stated on the **schedule**, during the **indemnity period** as a result of interruption to the **business** as a direct result of an unspecified customer's premises within the **territorial limits** suffering covered **damage** occuring during the **period of insurance** provided that such outage to the customers premises' lasts equal to or in excess of twenty-four (24) consecutive hours.

We will not pay for any loss incurred within the twenty-four hour (24) period.

The most **we** will pay in total in the **period of insurance** is the **limit of liability** shown in the **schedule**.

The maximum **indemnity period** for this Extension shall be three (3) consecutive months, unless stated otherwise on the **schedule**, commencing after the expiration of the first twenty-four (24) hours of the unspecified customer's premises suffering covered **damage**.

(d) **Unspecified Suppliers**

We agree subject to the terms limitations, exclusions of this **policy** and this Section to extend the cover under this Section to cover **you** for **your** loss suffered, in accordance with the Basis of Settlement stated on the **schedule**, during the **indemnity period** as a result of interruption to the **business** as a direct result of an unspecified supplier's premises within the **territorial limits** suffering covered **damage** occuring during the **period of insurance** provided that such outage from the supplier's premises' last equal to or in excess of twenty-four (24) consecutive hours.

We will not pay for any loss incurred within the twenty-four hour (24) period.

The most **we** will pay in total in the **period of insurance** is the **limit of liability** shown in the **schedule**.

The maximum **indemnity period** for this Extension shall be three (3) consecutive months, unless stated otherwise on the **schedule**, commencing after the expiration of the first twenty-four (24) hours of the unspecified supplier's premises suffering covered **damage**.

(e) **Closure of, or Restriction of Access to the Premises**

We agree subject to the terms limitations, exclusions of this **policy**, and this Section to extend cover under this Section to for **your** loss suffered, in accordance with the Basis of Settlement stated on the **schedule**, during the **indemnity period** as a direct result of entire interruption to the **business** that occurs during the **period of insurance** as a direct result of **closure or restrictions** of the **premises** under direct order of a **competent authority** for a period equal to or excess of twenty-four (24) consecutive hours.

The most **we** will pay under this Extension is the **limit of liability** for "Closure of, or Restriction of Access to the Premises" stated on the **schedule**.

Additional Exclusions

This Extension does not cover any loss, damage, liability, costs or expense caused by, arising out of or relating to:

(i) the use of the **premises** in consequence of an emergency notice or emergency prohibition order being served against **you** or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications thereto or re-enactment thereof;

(ii) any costs incurred in the cleaning, repair, replacement, recall or checking of the **premises**.

We will not pay for any loss incurred during this first twenty-four (24) hours.

We will not pay any loss that is covered under Denial of Access.

The maximum **indemnity period** for this Extension shall be three (3) consecutive months, unless stated otherwise on the **schedule**, commencing after the expiration of the first twenty-four (24) hours of the **closure or restrictions** of the **premises** under direct order of a **competent authority**.

(f) **Non-Damage Denial of Access**

We agree subject to the terms limitations, exclusions of this **policy**, and this Section to extend cover under this Section to for **your** loss suffered, in accordance with the Basis of Settlement stated on the **schedule**, during the **indemnity period** as a direct result of entire interruption to the **business** that occurs during the **period of insurance** as a direct result of action taken by the police or another emergency service in response to potential physical damage occurring within a one (1) mile radius of the **premises** which entirely prevents **you** from accessing the **premises** for the purpose of the **business** for a period equal to or excess of twenty-four (24) consecutive hours.

The most **we** will pay under this Extension is the **limit of liability** for "Non-Damage Denial of Access" stated on the **schedule**.

Additional Exclusions

This Extension does not cover any loss, damage, liability, costs or expense caused by, arising out of or relating to:

(i) **damage** to property;

(ii) any cause within **your** control;

(iii) any repairs or maintenance being carried out to property as a result of inherent defect or wear and tear; or

(iv) any **loss** incurred during this first twenty-four (24) hours of the denial of access.

We will not pay for any loss incurred during this first twenty-four (24) hours.

We will not pay any loss that is covered under Denial of Access.

The maximum **indemnity period** for this Extension shall be three (3) consecutive months, unless stated otherwise on the **schedule**, commencing after the expiration of the first twenty-four (24) hours of action taken by the police or another emergency service in response to potential damage.

6.5 Additional Conditions

The following conditions apply to this Section only and are in addition to the conditions contained within the General Conditions and any applicable **endorsements**.

You must comply with the following conditions or it might impact **your** ability to make a claim under this **policy** or the amount that **we** will pay **you**.

(a) Volatility Clause

In the event the basis of settlement on **you schedule** states Revenue or Gross Profit, **we** agree that any amounts payable under this Section in respect of an interruption to **your business** is subject to an annual cap of 133% of the declared annual business interruption value of the **premises** suffering the:

(i) **damage**; or

(ii) a business interruption loss from covered **damage** at other locations in accordance with any applicable Section Extensions.

Subject to **our** agreement, the declared business interruption values can be re-declared by **you** at any time during the **period of insurance** and the re-declared values shall then apply for the remainder of the **period of insurance**.

For the avoidance of doubt the calculations of the 133% cap shall be with the declared values at the time of the **damage**.

If the values are declared for a period which is more, or less, than one year, then the annual value shall be calculated on a pro-rata basis.

(b) Value Added Tax

Where **you** are liable to account for Value Added Tax to the relevant tax authority, all monetary amounts referenced in this **policy** shall be treated as exclusive of VAT.

Accordingly, any applicable VAT shall be added in addition to the amounts stated, as required.

(c) Current Cost Accounting

For the purposes of this **policy**, any adjustments made under a current cost accounting basis shall be disregarded.

All financial assessments or calculations should be based on figures reported under the applicable standard accounting method, without reflecting revaluations or restatements made to account for current costs.

(d) Direct Damage

No claim shall be payable under this Section unless and until a claim has been paid, or liability admitted, in respect of **damage** to the **property** directly caused by an **insured event** which gave rise to the interruption of the **business**.

(e) Resumption of Business Operations

If **you** could reduce the loss resulting from the interruption of the **business** as covered under this Section;

(i) by complete or partial resumption of operation of the **premises**; and/or

(ii) by making use of any merchandise, stock, or any other property at the **your** locations or elsewhere; and/or

(iii) by using or increasing operations elsewhere;

then such possible reduction shall be taken into account in arriving at the amount of loss payable under this **policy**.

6.6 **Additional Exclusions**

The following exclusions apply to this Section only and are in addition to the exclusions contained within the General Exclusions and any applicable **endorsements**.

We will not cover any loss, damage, liability, cost or expense caused by, arising out of or relating to:

(a) **Delay in Transit**

any delay in transit for any reason;

(b) **Condemnation of Buildings**

any competent government or local authority ordinance or law regulating construction or repair or demolition or condemnation of buildings.

(c) **Loss of License**

the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from a covered claim under 4.1, and only then **we** shall be liable for such loss as affects **your** earnings during, and limited to, the **indemnity period**.

(d) **Insolvency**

any insolvency event or **your** entry into an insolvency procedure;

(e) **Guarantee or Contractual Obligations**

any failure or delay in performance of any contractual obligation or guarantee;

(f) **Resume Operations**

your failure to take reasonable or reasonably prompt steps to rectify or bring to an end an interruption to the **business** operations.

6.7 **Additional Definitions**

In addition to the definitions within the Words with Special Meaning Section and any applicable **endorsements** the following apply in respect of this Section only.

If this definition appears in the Words with Special Meaning Section, then the definition within the Section will apply.

For the purposes of this Section the following definition(s) applies:

(a) **Bomb Scare** means a threat of a bomb detonation which occurs during the **period of insurance** and is confirmed by a **competent authority** as having posed or appeared to have posed a real risks of damage or destruction to the **premises** whether or not such threat subsequently proves to have been real or a hoax. For the avoidance of doubt, **bomb scare** does not include any acts of or threats of **terrorism**.

(b) **Closure or Restrictions** means the entire closure of, or entire restriction of access to the **premises** as a direct result of a **specified peril**.

(c) **Competent Authority** means any local, regional, state, federal or national government, police, governmental security service, local or public authority that is responsible for public safety at the **premises**.

(d) **Gross Profit** means the sum stated in the **schedule** or, if no sum is stated, the amount of **turnover** less:

(i) material purchases (less discounts received and adjusted for the movement in stock);

(ii) carriage, packing and freight;

(iii) discounts allowed; and

(iv) bad debts.

(e) **Indemnity period** means the period of time as stated on the **schedule** or within the respective Extension for which **we** agree to pay for **your** financial loss as a direct result of an interruption to the **business** as covered by this Business Interruption Section.

(f) **Insured event** means:

(i) **your** financial loss suffered as a direct result of interruption to the **business** as covered under this Section; and/or

(ii) **your** financial loss suffered as a direct result of interruption to the **business** as covered in any Extensions that are included within this Section.

(g) **Named Disease** means one of the following:

acute encephalitis,
acute poliomyeltitis
anthrax
chicken pox
cholera
diptheria
infectious bloody diarrhoea
legionellosis
legionnaires
leprosy
mumps
paratyphoid fever
typhoid fever plague as a result of
yersinia pestis bacteria
rabies
rubella
scarlet fever
smallpox
tetanus
tuberculosis

leptospirosis
malaria
measles
meningitis
meningococcal septicaemia
viral hepatitis
whooping cough
yellow fever

(h) **Outstanding Debit Balances** means the amount owed to **you** by **your** customers which **you** are unable to collect because of **damage** to **your** accounts, **business** books or records stored within the **territorial limits**.

(i) **Property** means the property as insured under the Property Damage Section.

(j) **Rate of Gross Profit** means the rate of gross profit earned on the **turnover** during the financial year immediately before the **start** of the **insured event**.

(k) **Rent Receivable** means the amount paid or payable to **you** as rent and related service charges in the course of **your business** at the **premises**.

(l) **Revenue** means the money paid or payable to **you** for work or services provided in the course of **your business** at the **premises**.

(m) **Specified Peril** means one of the following, that occurs during the **period of insurance**:

(i) a **named disease** that occurs at the **premises** or is attributable to food or drink supplied from the **premises**;

(ii) the discovery of vermin or pests at the **premises**;

(iii) **bomb scare** at the **premises**;

(iv) any accident that causes defects in the drains or other sanitary arrangements at the **premises**; or

(v) any occurrence of murder or suicide at the **premises**.

(n) **Standard Rent Receivable** means the **rent receivable** during the twelve (12) months immediately before the **start** of the **insured event**.

(o) **Standard revenue** means the **revenue** during the twelve (12) months immediately before the **insured event** commenced.

(p) **Turnover** means the money paid or payable to **you** for work or services provided in the course of **your business** at the **premises**.

7. Money and Personal Assault

The following Section is included if there is a sum insured listed against the cover on the **schedule.**

7.1 **What is Covered**

(a) **Money**

In consideration of the payment of **premium**, **we** agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** and any applicable **excess** shown in the **schedule**, to cover **you** for physical loss of **money** that occurs within the **period of insurance** and whilst:

(i) in **transit**;

(ii) in or at **your premises**;

(iii) in or at any **private residence**;

(iv) at an **exhibition** and whilst **employees** are physically present and conducting **business** activities; or

(v) held in the night safe or at a bank;

within the **territorial limits**.

(b) **Damage to Safes and Strongrooms**

In consideration of the payment of **premium**, **we** agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** and any applicable **excess** shown in the **schedule**, to cover **you** for **damage** to **your:**

(i) safe;

(ii) strongroom;

(iii) cash register;

(iv) cash carrying case or bag; or

(v) franking machine;

on the **premises** within the **territorial limits** that occurs:

1. within the **period of insurance**; and

2. is **damaged** directly in the course of theft or robbery or attempted theft or robbery of the **money** as covered under 7.1(a) What is Covered.

(c) **Personal Assault**

In consideration of the payment of **premium**, **we** agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** and any applicable **excess** shown

in the **schedule**, to pay on **your** behalf to the **insured person** or the **insured person's** representative:

(i) any applicable benefit shown in the Benefit Schedule should an **insured person** suffer an **injury** and/or

(ii) the amount stated in the **schedule** should the **insured person** suffer **damage** to their **personal effects**;

as a direct result of a **physical assault** occurring:

1. during the **period of insurance**;
2. within the **territorial limits**; and
3. in the course of a covered loss under 7.1(a) What is Covered.

7.2 **What We Will Pay**

(a) **What We Will Pay – 7.1(a) Money**

The most **we** will pay in respect of**:**

(i) **negotiable money** is the amount shown in the **schedule** against each item;

(ii) **non-negotiable money** is the amount shown in the **schedule** for 'Non-negotiable money'; and

(iii) **money** that results in any way from the fraudulent use of any company credit or debit cards issued in connection with **your business** is the amount shown in the **schedule**.

(b) **What We Will Pay - 7.1(b) Safes and Strongrooms**

In the event of covered **damage** under 7.1(b) What is Covered, **we** will pay only for the **reinstatement** of the **damaged**:

(i) safe;

(ii) strongroom;

(iii) cash register;

(iv) cash carrying case or bag; or

(v) franking machine;

to a condition substantially the same as it was at the time of the **damage** subject always to the limit of liability stated on the in respect of 7.1(b) What is Covered.

(c) **What We Will Pay – 7.1(c) Personal Assault**

In respect of a covered **injury** under 7.1(c) What is Covered, the **insured person** will be entitled to the corresponding benefit stated in the Benefit Schedule below:

in respect of **death**	GBP 10,000
in respect of **loss of limbs**	GBP 10,000

in respect of **loss of sight or speech or hearing**	GBP 10,000
in respect of **permanent total disablement**	GBP 10,000
in respect of **temporary total disablement**	GBP 100 per week of **temporary total disablement**
in respect of **damage** to clothing or **personal effects** belonging to an **insured person**	the amount of the **damage** up to a maximum of GBP 500

7.3 **Automatic Extensions**

The following extensions apply to this Money and Personal Assault Section automatically. Subject always to the terms and conditions of the **policy**.

The following Extensions, are all subject to the **limit of liability** or any applicable sub limit stated below or within the **schedule**. Any amount payable under these Extensions is within the **limit of liability** for the Section not in addition.

(a) **Business Visits Abroad**

We agree subject to the terms limitations, exclusions of this **policy**, and this Section to extend cover under 7.1 What is Covered for loss of **money** occurring during **business** visits conducted by **you**, **your employee(s)** or **your** directors or partners that occur during the **period of insurance** and within the **territorial limits**.

The most **we** will pay under this Extension is the **limit of liability** for "Business Visits Abroad" as stated on the **schedule** which is within the overall **limit of liability** for this Section.

7.4 **Additional Conditions**

The following conditions apply to the Money and Personal Assault Section only and are in addition to the conditions contained within the General Conditions and any applicable **endorsements**.

You must comply with the following conditions or it might impact **your** ability to make a claim under this **policy** or the amount that **we** will pay **you**.

(a) **Negotiable Money Conditions**

Any **negotiable money** must be either:

(i) kept in a locked safe or strongroom at the **premise**s during **working hours**;

(ii) kept in a locked safe or strongroom at the **premises** outside of **working hours**;

(iii) kept in a locked safe or strongroom at a **private residence**; or

(iv) kept in a secured compartment whilst in transit.

We will not make any payment under this **policy** whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of loss, damage, accident or **injury** occurring in the circumstances in which it occurred.

(b) **Record of Money**

You must ensure that a complete record is kept and maintained for the duration of the **period of insurance** of:

(i) all **money** in transit; and

(ii) all **money** in or at any **premises** at which money is covered under this Section;

and that **you** store such records securely and safely, but not within the same safe or strongroom containing such **money**.

You also must be prepared to share such records with **us** upon **our** written request.

We will not make any payment under this **policy** whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

(c) **Keys and Combination Codes**

You must ensure that all keys, duplicate keys and/or combination codes to safes, strongrooms and alarm systems are removed from the **premises** outside of **working hours** and / or when the **premises** are left unattended.

We will not make any payment under this **policy** whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

(d) **Protections and Security**

You must ensure that all the protections and precautions provided for the safety of the **money** shall be in use at all times and maintained in good order throughout the **period of insurance** and not varied or removed without **our** prior written consent.

We will not make any payment under this **policy** whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

(e) **Notification to the Police**

You must ensure that in the event of an incident occurring that is likely to give rise to a claim under this Section, **you** must:

(i) inform the Police, and

1. offer them all reasonable assistance in the apprehension of the person(s) responsible and the recovery of the **money**;

2. obtain a crime number for **your** records; and

3. follow all such instructions from the Police;

(ii) notify **us** in writing as soon as practicable; and

(iii) provide all such information and assistance as **we** may reasonably require.

(f) **Escorted Money**

In respect of any **negotiable money** in **transit** with a value equal to or exceeding GBP2,500 must be escorted by responsible adults in accordance with the following limits:

(i) Up to GBP 2,500 – 1 person

(ii) Up to GBP 6,000 – 2 persons

(iii) Up to GBP 12,500 – 3 persons

We will not make any payment under this **policy** whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or **injury** occurring in the circumstances in which it occurred.

(g) **Benefit Conditions**

In the event of a valid claim for **injury** under 7.1(c) the following benefit conditions will apply:

(i) if an **insured person** has the right to more than one of the benefits stated in the Benefit Schedule, the most **we** will pay is the amount shown in the **schedule** as 'maximum benefit.'

(ii) **permanent total disablement** must commence at the date of **injury** and last in excess of one-hundred and four (104) consecutive weeks;

(iii) the benefit for **permanent total disablement** will only be payable such disablement has exceeded one-hundred and four (104) weeks from the date of the **injury**;

(iv) to qualify for the benefit of **temporary total disablement** the **insured person** must have received medical attention from and continued under the care of a **qualified medical practitioner**;

(v) the benefit for **temporary total disablement** is payable for a maximum of one-hundred and four (104) weeks from the date of suffering the **injury** or up to the amount in the **schedule**, whichever is reached first;

(vi) any amounts paid for **temporary total disablement** is deducted from the amount of any other benefit that might become payable for **permanent total disablement** or death;

(vii) the death benefit is only payable if death of the **insured person** occurs within twenty-four (24) months of the **injury**; and

(viii) any amount for **temporary total disablement** is no longer payable once the benefit for death, **loss of limbs** or **loss of sight** or **loss of speech** or **loss of hearing** becomes claimable.

7.5 **Additional Exclusions**

The following exclusions apply to this Money and Personal Assault Section only and are in addition to the exclusions contained within the General Exclusions and any applicable **endorsements**.

We will not cover any loss, damage, liability, cost or expense caused by, arising out of or relating to:

(a) **Air transit**

any air transit of any kind.

(b) **Counterfeit Money**

any use of counterfeit **money**.

(c) **Credit Cards**

use of any company credit or debit card if the provisions, conditions and other terms from the **business** and the card issuer have not been fully complied with.

(d) **Falsification of Accounts**

any falsification of accounts by any person.

(e) **Fidelity Guarantee**

any amount where **you** have another fidelity guarantee or similar insurance policy or certificate in place and are entitled to payment under such fidelity guarantee or similar insurance policy or certificate.

(f) **Fraud or Dishonesty**

any fraud or dishonesty on the part of any of **your** partners, directors, **employees**, or members of their families or any other person to whom the **money** has been entrusted.

(g) **Gaming Machines**

any **money** in gaming, amusement, change giving or vending machines of any kind.

(h) **Marine Transit**

any marine transit or any other form or waterbourne transit including inland waterways or coastal waterways.

(i) **Mental or Emotional Disorders or Diseases**

any **mental or emotional diseases or disorders**.

(j) **Professional Packers and Carriers**

any **money** in transit and once in the care, custody or control of a professional packer or professional carrier.

(k) **Property of Others**

any property of any third party that is in **your** possession or under **your** care, custody or control.

(l) **Shortages**

shortages due to mysterious disappearance, unexplained shortages, accounting or clerical error or omissions or any depreciation or currency fluctuation.

(m) **Suicide or Self-inflicted Injury**

any suicide, attempted suicide or self-inflicted injury of an **insured person**.

(n) **Unattended Motor Vehicle**

any loss from any unattended motor vehicles.

(o) **Unregistered Post**

any **money** in transit sent by unregistered post.

7.6 **Additional Definitions**

In addition to the definitions within the Words with Special Meaning Section and any applicable **endorsements** the following apply in respect of this Section only.

If this definition appears in the Words with Special Meaning Section, then the definition within the Section will apply.

For the purposes of this Section the following definition(s) applies:

(a) **Chronic Condition** means any functional pain syndrome characterised by chronic pain in the muscles and soft tissues, fatigue and/or disproportionate pain responses at specific sites in the body, including chronic pain syndrome, chronic regional pain syndrome and fibromyalgia.

(b) **Injury** means physical bodily injury caused solely and directly by **physical assault**.

(c) **Insured Person** means **you** or **your** principal(s), partner(s), director(s), officer(s) or **employee(s)**.

(d) **Loss of Hearing** means total and permanent loss of hearing in one or both ears of an **insured person** confirmed by a **qualified medical practitioner**.

(e) **Loss of Limb** means

(i) in the case of an **insured person's** leg, loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg.

(ii) in the case of an **insured person's** arm, loss by permanent physical severance of the four (4) fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand.

(f) **Loss of Sight** mean the permanent and total loss of an **insured person's** sight, confirmed by a **qualified medical practitioner**, which will be considered as having occurred:

(i) in both eyes if the **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or

(ii) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the **insured person** should see at 60 feet).

(g) **Loss of Speech** means the **insured person's** total and irrecoverable loss of use of the power of audible and intelligible speech confirmed by a **qualified medical practitioner**.

(h) **Mental or Emotional Diseases or Disorders** means any emotional or psychiatric disorder or condition including: post-traumatic stress disorder, neuroses, psychopathy, psychoses, anxiety and stress reactions.

(i) **Money** means **negotiable money** and **non-negotiable money** which **you** are responsible for is **your** property and used for the purpose of **your business**.

Money does not include any **virtual currency**.

(j) **Negotiable Money** means current coin, bank and currency notes, uncrossed cheques, uncrossed postal and money orders, unused postage stamps, National Savings Stamps and Certificates, unexpired units in franking machines, luncheon and customer redemption vouchers, trading stamps, holiday with pay stamps, telephone cards and travel tickets (solely for **your business** use, or use by any director, partner or any **employee** of **yours**).

(k) **Non-negotiable Money** means crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques), crossed bankers' drafts, crossed postal and money orders, crossed warrants, VAT purchase invoices, company credit and/or debit cards, credit and debit card sales vouchers and Premium Bonds.

(l) **Permanent Partial Disablement** means:

(i) **loss of sight**;

(ii) **loss of limb(s)**;

(iii) **loss of hearing**; and

(iv) **loss of speech**

as a direct result of an **injury** and has lasted for a minimum of one hundred and four (104) consecutive weeks and in the opinion of **a qualified medical practitioner** will in all probability exist for the remainder of the life of the **insured person**.

(m) **Permanent Total Disablement** means permanent total disablement resulting solely and directly from **injury** and confirmed by a **qualified medical practitioner** which necessarily and continuously prevents the **insured person** from attending to any **business** or any occupation of any description and, having lasted for one-hundred and four (104) weeks from the date of suffering the **injury**, is beyond hope of improvement.

(n) **Personal Effects** means clothing, baggage and accessories belonging to the **insured person** and that are either been worn by or are being carried on by the **insured person** at the time of the **physical assault**.

(o) **Physical Assault** means an intentional act of physical violence against an **insured person** by any perpetrator undertaken in the course of the perpetrator's theft, robbery or attempted theft or robbery of **money**.

(p) **Pre-existing Conditions** means any condition, whether diagnosed or not:

(i) which is which made a material contribution to a covered **injury**;

(ii) which the **insured person** was aware or should have been aware at the start of this **policy**; or

(iii) which the **insured person** has sought advice, diagnosis, treatment or counselling or for which the **insured person** has been treated at any time during the three (3) years prior to the inception of this **policy**.

(q) **Private Residence** means the private residence, away from the **premises** but within the **territorial limits**, where **you** or any director, partner, **employee** or authorised representative (who is entrusted with **money**) of **yours** permanently reside.

(r) **Qualified Medical Practitioner** means a medical practitioner or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice but does not include an **insured person** or a member of the **insured person's** family.

(s) **Temporary Total Disablement** means temporary total disablement resulting solely and directly from **injury** which in the opinion of a **qualified medical practitioner** necessarily prevents the **insured person** from attending to his/her usual **business** or occupation or, if the injured **insured person** has no occupation, necessarily confines the **insured person** to a private dwelling or other location where they are under treatment.

(t) **Transit** means movement of the **money** commencing from the time the **money** leaves the **premises** and continues until:

(i) the **money** is delivered to its final destination; or

(ii) for ninety (90) consecutive days from the date the **money** leaves the **premises**;

whichever occurs first.

For the avoidance of doubt, this also includes the loading and unloading of the **money**.

(u) **Virtual Currency** means any:

(i) cryptocurrency, crypto-assets, or any form of virtual currency including for example, Bitcoin, Ethereum, stablecoins;

(ii) non-fiat digital tokens or assets used as a medium of exchange, store of value, or unit of account; or

(iii) private keys, seed phrases, or digital wallets containing or providing access to virtual currencies.

(v) **Working Hours** means **your** normal working hours for the **business** including overtime, but excluding bank, public and local holidays, during which **you** and/or any **employees** who are entrusted with **money** are:

(i) physically present at the **premises**; or

(ii) physically present at an **exhibition**.

8. Damage to Portable Equipment

The following Section is included if there is a sum insured listed against the cover on the **schedule.**

8.1 What is Covered

In consideration of the payment of **premium**, **we** agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant sum insured including any applicable **excess** shown in the **schedule**, to cover **you** if the **portable property** is **damaged** during the **period of insurance,** within the **territorial limits** and by a cause not otherwise excluded by this **policy**.

8.2 How We Settle the Claim

In the event of **damage** to the **portable property we** will at **our** option either:

(a) pay **you** the value of the **portable property** at the time of the **damage**, or

(b) restore, repair, or replace the **portable property** or any part of the **portable property** that was **damaged**.

8.3 What We Will Pay

The most **we** will pay for all **damage** occurring during the **period of insurance** is the sum insured shown in the **schedule** for this section of cover.

We will not pay the **excess**. **You** must pay the **excess** for each separate incident or event that causes **damage**.

Reinstatement Basis of Settlement

If **portable property** suffers **damage** covered under this section, **we** will calculate the amount payable on a **reinstatement** basis. This means that **we** will pay the reasonable cost of repairing the **portable property** or, where it cannot reasonably be repaired, replacing it with new property of the same or the nearest equivalent type, quality and specification.

The amount **we** pay remains subject to the sum insured and all other terms, limitations, exclusions and conditions of this **policy**.

Reinstatement of Sums Insured

After **damage** covered under this section, the amount of the sum insured used by the **claim** will automatically be restored from the date of the **damage**, so that the sum insured returns to the amount shown in the **schedule**, provided that **you**:

(a) pay any additional **premium** that **we** reasonably require; and

(b) comply with any reasonable recommendations **we** make to prevent or reduce further **damage**.

8.4 Additional Exclusions

The following exclusions apply to this Section only and are in addition to the exclusions contained within the General Exclusions and any applicable **endorsements**.

We will not cover any loss, damage, liability, cost or expense caused by, arising out of or relating to:

(a) **Fines and Penalties**

(i) any fine or penalty; or

(ii) any damages that are intended to punish or deter rather than compensate for loss.

(b) **Confiscation and Seizure**

confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

(c) **Mould**

any **mould** or a **mould event**.

(d) **Wear, Tear and Gradual Causes**

(i) wear and tear;

(ii) depreciation;

(iii) gradual deterioration;

(iv) vermin, moths or insects;

(v) fungus;

(vi) condensation;

(vii) any other gradually operating cause; or

(viii) any process of cleaning, dyeing, repairing or renovating the **portable property**.

(e) **Unexplained Disappearance or Inventory Shortage**

any unexplained disappearance or an inventory shortage.

(f) **Unattended Portable Property**

any:

(i) unexplained disappearance or shortage; or

(ii) theft while the **portable property** is left unattended.

However, the theft exclusion above does not apply to theft or attempted theft of **portable property** from an unattended vehicle, or theft of **portable property** where the vehicle is stolen at the same time, provided that:

1. the **portable property** was concealed in a locked boot or other locked luggage compartment of the vehicle;

2. all points of access to the vehicle were securely locked and all security devices were put into full operation; and

3. entry to the vehicle was gained by force and caused visible external damage to the vehicle.

(g) **Mechanical or Electrical Breakdown**

mechanical or electrical breakdown of the **portable property**, unless the breakdown was directly caused by accidental damage to the exterior of the **portable property**.

(h) **False Pretences**

you voluntarily parting with ownership or possession of **portable property** because of a fraudulent scheme, trick, device or false pretence.

8.5 Additional Definitions

In addition to the definitions within the Words with Special Meaning Section and any applicable **endorsements** the following apply in respect of this Section only.

If this definition appears in the Words with Special Meaning Section, then the definition within the Section will apply.

For the purposes of this Section the following definition(s) applies:

(a) **Damage** means accidental loss, physical destruction or direct physical damage

(b) **Excess** means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is GBP 250.

(c) **Portable property** means portable equipment that is owned by **you**, or for which **you** are legally responsible, and that **you** use in connection with **your business**, including:

(i) computer equipment;

(ii) photographic equipment; and

(iii) mobile telephones.

Portable property does not include:

1. equipment while it is fitted to a vehicle;

2. works of art;

3. items made wholly or partly of gold, silver or another precious metal; or

4. personal effects, including jewellery and watches.

(d) **Reinstatement** means:

(i) if **portable property** is entirely lost or destroyed, replacing it with property of the same or nearest equivalent type, quality and specification, but not property that is better or more extensive than the **portable property** was when new; or

(ii) if **portable property** is **damaged**, repairing it and restoring the **damaged** part to substantially the same condition as it was when new, but not to a condition that is better or more extensive than it was when new.

9. Public and Products Liability

The following Section is included if there is a **limit of liability** listed against the cover on the **schedule.**

9.1 What is Covered

(a) Public Liability

This is an Occurrence Based Cover.

In consideration of the payment of **premium**, **we** agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** and any applicable **excess** shown in the **schedule**, to cover **you** for damages **you** are legally liable to pay in the event of a **claim** made against **you**, arising out of:

(i) **injury** to a third party;

(ii) **damage** to third party property;

(iii) wrongful arrest, imprisonment or eviction of any third party; or

(iv) trespass, nuisance or interference with any right of way, light, air or water;

occurring during the **period of insurance** arising out of the **business** and within the **territorial limits**.

The **limit of liability** for this Section will include **costs and expenses**, but **we** will not pay **costs and expenses** for any part of a **claim** not covered by this Section.

(b) Products Liability

This is an Occurrence Based Cover.

In consideration of the payment of **premium**, **we** agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** and any applicable **excess** shown in the **schedule**, to cover **you** for damages **you** are legally liable to pay in the event of a **claim** made against **you**, arising out of:

(i) **injury** to a third party; or

(ii) **damage** to third party property;

occurring during the **period of insurance** caused by the nature or condition of any **product** arising out of the **business** and within the **territorial limits**.

The **limit of liability** for this Section will include **costs and expenses**, but **we** will not pay **costs and expenses** for any part of a **claim** not covered by this Section.

9.2 What We Will Pay

(a) Public Liability

The most **we** will pay for any **claim** or series of **claims** (regardless of the number of claimants) arising from each and every **event** is the **limit of liability** stated on the **schedule** inclusive of **costs and expenses**.

However, if **your** legal liability is greater than the **limit of liability** then the amount **we** will pay in respect of **cost and expenses** will be proportionally reduced.

(b) **Products Liability**

The most **we** will pay for any **claim** or series of **claims** (regardless of the number of claimants) arising from each and every **event** is the **limit of liability** stated on the **schedule** inclusive of **costs and expenses**.

However, if **your** legal liability is greater than the **limit of liability** then the amount **we** will pay in respect of **cost and expenses** will be proportionally reduced.

9.3 **Automatic Extensions - Public and Products Liability**

The following extensions apply to the Public and Products Liability automatically. Subject always to the terms and conditions of the **policy**.

The following Extensions, are all subject to the **limit of liability** or any applicable sub limit stated below or within the **schedule**. Any amount payable under these Extensions is within the **limit of liability** for the Section not in addition.

(a) **Compensation for Court Attendance**

In the event of any of **your** directors, partners or **employees** attending court as a witness at **our** request in connection with a **claim** which is the subject to payment under this Section, **we** will provide compensation to **you** at the following rates for each day on which attendance is required:

any director or partner	GBP 500 per day, not to exceed ninety (90) days within the **period of insurance**;
any **employee**	GBP 250 not to exceed ninety (90) days within the **period of insurance**;

but always within the **limit of liability** for the Section in which any payment under this **policy** is being made.

(b) **Health and Safety at Work**

We will pay **your costs and expenses** in **your** defence of any criminal proceedings (including a charge of manslaughter) brought against **you** for a breach of:

(i) the Health and Safety at Work Act 1974;

(ii) the Health and Safety at Work (Northern Ireland) Order 1978; or

(iii) any legislation amending or re-enacting the above;

committed or alleged to have been committed in the course of **your business** during the **period of insurance**.

We will also pay **your costs and expenses** in an appeal against conviction and/or prosecution costs awarded against **you** arising from the above criminal proceedings.

The most **we** will pay for all **costs and expenses** under this Extension in total for the **period of insurance** is GBP250,000. This amount is inclusive of and not additional to the amount **we** will pay under:

1. Public Liability;

2. Abuse Extension; and

3. Products Liability.

We will not pay **you** if the proceedings relate to the health, safety and welfare of an **employee**.

9.4 **Automatic Extensions - Public Liability Only**

The following extensions apply to Public Liability automatically. Subject always to the terms and conditions of the **policy**.

The following Extensions, are all subject to the **limit of liability** or any applicable sub limit stated below or within the **schedule**. Any amount payable under these Extensions is within the **limit of liability** for the Section not in addition.

(a) **Abuse**

Despite Exclusion – Abuse, **we** agree to extend cover under 9.1(a) to pay sums that **you** are legally obligated to pay as compensatory damages as a direct result of a **claim** being made against **you** for **injury:**

(i) that occurs during the **period of insurance**; and

(ii) is caused by or results from an actual or threatened **abuse incident**;

occurring within the **territorial limits** and in connection with the **business**.

Any amount payable under this extension will be inclusive of **costs and expenses** and subject to the application of any **excess**.

We will have the right and duty to defend **you** against any **claim**, however, **we** will have no duty to defend **you** against any **claim** seeking damages for **injury** to which this extension does not apply.

At **our** discretion, **we** may investigate any **abuse incident** that may involve this extension and settle any **claim** or suit that may result.

The **limit of liability** for this extension is stated on the **schedule** and is inclusive of **costs and expenses**.

All **claims** for compensatory damages because of **injury** arising out of an **abuse incident** to a person or persons because of multiple, continuous, sporadic or related actual or threatened acts of **abuse** committed or alleged to have been committed by one perpetrator or two or more perpetrators acting together, will be deemed to be one **abuse incident** and will be deemed to have occurred at the time of the first act of such **abuse**.

When does the bodily injury occur?

(i) **Prior to the Period of Insurance**

In the event that **you** knew that the **injury** had occurred, in whole or in part prior to the **period of insurance**, any continuation of such **injury** during or after the **period of**

insurance will be deemed to have been known prior to the **period of insurance** and no cover will be afforded under this extension.

(ii) **During the Policy Period**

Injury will be deemed to have been known to have occurred, when **you** or an **employee**:

1. reports all, or any part, of the **injury** to **us** or any other Insurer;
2. receives a written or verbal demand or **claim** for compensatory damages because of the **injury**;
3. becomes aware by any other means that **injury** as a result of **abuse** has occurred or has begun to occur; or
4. becomes aware of an **abuse incident** or a circumstance which may give rise to an **abuse incident** or claim;

whichever occurs first.

Additional Exclusions

In addition to the General Exclusions, the following exclusions also apply to this Extension.

We will not cover any loss, liability, cost or expense caused by or arising out of:

(i) **Child or Youth Acts**

any bodily injury allegedly or actually arising from **your** failure to comply with the obligations prescribed by the Children Act 1989, the Children and Families Act 2014, the Children and Young Persons Acts 1933 and 2008, or any previous or corresponding statute in the applicable jurisdiction.

(ii) **Known Offenders**

you or **your** directors, partners or **employees** who **you** should have either known or ought to have known that they have previously directly or indirectly caused or been involved in a prior **abuse incident**.

(iii) **Passive Insured(s)**

If **you** remain passive upon gaining knowledge of any actual, alleged or threatened **abuse**.

(iv) **Slavery**

any act or allegation of slavery, servitude, forced or compulsory labour, or human trafficking, including any act falling within the scope of the Modern Slavery Act 2015 or any similar legislation; or

(v) **Breaks in Cover**

any act, omission, or course of conduct occurring during any period in which **you** did not have in force continuous and uninterrupted insurance providing cover for **abuse**.

For the purposes of this exclusion, a break in cover means any period, however short, between the expiry of one **period of insurance** (or equivalent period under a prior policy) and the

inception of a subsequent period of insurance during which no such cover was in force, regardless of the reason for such interruption.

Additional Conditions

In addition to the conditions within the General Conditions, the following conditions also apply to this Extension.
You must ensure:

(i) **Notification**

We are notified as soon as practicable of an act or allegation of **abuse incident** which may result in a **claim** under this **policy**. To the extent possible, notice should include:

1. how, when and where the **abuse incident** took place; and

2. the names and addresses of any injured persons and witnesses; and

3. the nature and location of any **injury** arising out of the **abuse incident**.

(b) **Damage to Hired or Rented Premises**

Despite Exclusion - Owned Property, **we** agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability**, sub limits of liability and the **excess** shown in the **schedule**, to extend the coverage afforded under 9.1(a) to provide cover for **claims** for **damage** to other buildings, including any fixtures or fittings, leased or rented to **you** within the **premises** for the purpose of **your business** during the **period of insurance** and within the **territorial limits**.

Any amounts incurred for **costs and expenses** under this Extension are payable within the **limit of liability**.

The most that **we** will pay is the **limit of liability** for the Public Liability cover as stated on the **schedule**.

This Extension will not cover any loss, damage, liability, cost or expense caused by, arising out of or relating to:

(i) any liability if such liability is assumed by **you** under a tenancy or other agreement and would not have attached in the absence of such agreement; or

(ii) any loss of or damage to **data**.

(c) **Indemnity to a Principal**

The indemnity granted under this Section extends to any principal for legal liabilities arising out of work carried out for **you** under a contract or agreement in respect of which **you** would have been entitled to indemnity under this **policy** if the **claim** had been made against **you**.

You must ensure:

(i) **you** have taken all reasonable steps to inform the other parties of the relevant terms, conditions, limitations, and exclusions of this **policy** that may affect the other party's rights or entitlements under it; and

(ii) the other party has been expressly advised by **you** that their entitlement to benefit from this

policy is conditional upon their compliance with such terms and conditions; and

(iii) **you** have expressly communicated to the other party, in writing or by other verifiable means, that failure to observe or comply with the applicable **policy** terms may result in the denial of coverage or reduction in payments under this **policy**.

In the event **you** and/or the other party have not complied with the above conditions (i)-(iii) above, it will impact the other party's ability to make a **claim** under this **policy** or the amount that **we** will pay.

Nothing in 9.4(c) shall be seen to increase **our limit of liability**.

The most that **we** will pay is the **limit of liability** for the Public Liability cover as stated on the **schedule**.

(d) **Defective Premises Act**

We agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability**, sub limits of liability and the **excess** shown in the **schedule**, to extend the coverage afforded under Section 9.1(a) to provide cover for **claims** arising in respect of **injury** and/or **damage** that occurs during the **period of insurance** and within the **territorial limits** as a direct result of a physical defect of **your premises** as determined under:

(i) Section 3 of the Defective Premises Act 1972, including any amendments;

(ii) Section 5 of the Defective Premises (Northern Ireland) Order 1975, including any amendments; or

(iii) any legislation re-enacting the above in connection with the **premises**.

For the avoidance of doubt, this **Policy** does not cover any loss or damage to the **premises** itself, including any costs or expenses for repair or replacement of such **premises**.

Any amounts incurred for **costs and expenses** under this extension are payable within the **limit of liability**.

The most that **we** will pay is the **limit of liability** for the Public Liability cover as stated on the **schedule**.

(e) **Non-Owned Motor Liability**

Despite Exclusion - Motor Vehicles, **we** agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability**, sub limits of liability and the **excess** shown in the **schedule**, to extend the coverage afforded under Section 9.1(a) to provide cover for **claims** arising in respect of **injury** and/or **damage** that occurs during the **period of insurance** and within the **territorial limits** as a direct result of the use of any **motor vehicle(s)** not owned by or provided by **you** being used by **employees** in connection with their duties in relation to the **business**.

Any amounts incurred for **costs and expenses** under this extension are payable within the **limit of liability**.

The most that **we** will pay is the **limit of liability** for the Public Liability cover as stated on the **schedule**.

Any cover afforded under this Extension will be in excess of any other valid and collectible insurance available to the owner of the **motor vehicle(s)**.

However, **we** shall not be liable for:

(i) physical loss and/or physical damage to any such **motor vehicle(s)** or the property in or on the **motor vehicle(s)**;

(ii) any amount that is covered within any other valid and collectable insurance available to the owner of the **motor vehicle(s)**;

(iii) any injury or damage while such **motor vehicle(s)** is being driven by **you**;

(iv) any injury or damage while such **motor vehicle(s)** is being driven by any person who does not hold a current valid drivers license for:

1. the territory in which they are driving;

2. for the type of **motor vehicle** being driven;

or such person has previously held and was disqualified from holding or obtaining such a driving licence; or

(v) whilst being driven outside of the **territorial limits**.

For the purpose of this extension, the following definition will apply:

1. **Motor Vehicle(s)** means a self-propelled vehicle designed and fit for use on public roads, including for example, cars, motorcycles, busses, owned by someone that is not **you**.

(f) **Data Protection Act 2018**

Despite Exclusion - Cyber, **we** agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability**, sub limits of liability and the **excess** shown in the **schedule**, to extend the coverage afforded under Section 9.1(a) to provide cover for **your** legal liability in respect of a **claim** for compensation as a result of **injury** and/or **damage** under:

(i) section 168 and 169 of the Data Protection Act 2018;

(ii) any legislation amending or re-enacting the Act; or

(iii) any legislation enacted into law for the transfer, storage, control or processing of information or data, for example Article 82 of Regulation (EU) 2016/679 General Data Protection Regulation;

occurring in connection with **your business** and during the **period of insurance**.

Any amounts incurred for **costs and expenses** under this extension are payable within the **limit of liability**.

The most that **we** will pay is the **limit of liability** for the Public Liability cover as stated on the **schedule**.

Additional Exclusions

In addition to the exclusions contained within the General Exclusions, the following exclusions also apply to this Extension.

There is no cover under this **policy** for any loss, liability, cost or expense caused by, arising out of or relating to:

1. any deliberate act or omission the result of such action could have been anticipated or expected;

2. any act of fraud or dishonesty;

3. any costs for replacing, reinstating, rectifying or erasing any personal data as defined in the Data Protection Act 2018;

4. the recording, processing or provision of data for reward or to determine the financial status of any person;

5. any data processed outside of the European Union; or

6. if **you have** not complied with **your** data protection accountability statement.

(g) **Where There is More than one Insured (Cross Liabilities)**

Where **you** comprise of more than one person or entity then **we** agree that the cover provided by the Public Liability section of cover shall be interpreted as if a separate **policy** had been issued to each person or entity.

However, irrespective of the number of **you**, the total amount payable by **us** in respect of all of **you** shall not exceed the **limit of liability**.

9.5 **Automatic Extensions - Products Liability Only**

The following extensions apply to the Products Liability Section automatically. Subject always to the terms and conditions of the **policy**.

The following Extensions, are all subject to the **limit of liability** or any applicable sub limit stated below or within the **schedule**. Any amount payable under these Extensions is within the **limit of liability** for the Section not in addition.

(a) **Consumer Protection and Food Safety**

We agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability**, sub limits of liability and the **excess** shown in the **schedule**, to extend the coverage afforded under Section 9.1(b) to provide cover for **your** legal liability in respect of a **claim** against **you** as a result of **injury** and/or **damage** brought for a breach of:

(i) Part II of the Consumer Protection Act 1987;

(ii) Section 7,8, 14 and/or 15 of the Food Safety Act 1990; or

(iii) Part II of the Food Safety (Northern Ireland) Order 1991;

including any amendments or subsequent versions, committed or alleged to have been committed during the **period of insurance**, in connection with the **business** and within the **territorial limits**.

Any amounts incurred for **costs and expenses** under this Extension are payable within the **limit of liability**.

The most that **we** will pay is the **limit of liability** for the Products Liability cover as stated on the **schedule**.

This Extension will also include such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection with such breach or alleged breaches.

Additional Exclusions

In addition to the exclusions contained within the General Exclusions, the following exclusions also apply to this Extension.

There is no cover under this **policy** for any loss, liability, cost or expense caused by, arising out of or relating to:

a. any fines or penalties of any kind;

b. any circumstances for which indemnity is provided by any other insurance;

c. any deliberate act by or omission of any person entitled to indemnity under this Extension, if the result of such action could reasonably have been expected based on what they did or did not do; and

d. any activity or risk excluded from this **policy**.

(b) **Product to Product Liability**

Despite Exclusion - Products, **we** agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability**, sub limits of liability and the **excess** shown in the **schedule**, to extend the coverage afforded under Section 9.1(b) to provide cover for **your** legal liability in respect of a **claim** against **you** as a result of **damage** to a third-party's property, including other products, arising out of or caused by a defect in the **your product**, where such **product** was supplied, installed or fitted by **you** or on **your** behalf under a separate contract.

The most that **we** will pay is the **limit of liability** for the Products Liability cover as stated on the **schedule**.

Additional Exclusions

In addition to the exclusions contained within the General Exclusions, the following exclusions also apply to this Extension.

There is no cover under this **policy** for any loss, liability, cost or expense caused by, arising out of or relating to:

(i) the cost of repairing, replacing, or recalling **your** own defective **product**.

(ii) damage to property owned, leased, or occupied by **you**.

9.6 **Additional Exclusions**

The following exclusions apply to both the Public Liability and Products Liability Sections unless stated otherwise, and are in addition to the exclusions contained within the General Exclusions and any applicable **endorsements**.

We will not cover any loss, damage, liability, cost or expense caused by, arising out of or relating to:

(a) **Abuse**

any:

(i) **abuse** committed or alleged to have been committed by **you** or an **employee**, including the transmission of disease arising out of any act of abuse;

(ii) **your** practices of hiring **employees** or retention of any person alleged to have committed **abuse**; or

(iii) allegations of **your** knowledge of, or failure to report, the alleged **abuse** to the appropriate authority(ies).

(b) **Aircraft and Watercraft**

the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft, drone, unmanned aerial vehicle or any other aerial device, or satellite, spacecraft, watercraft or hovercraft.

(c) **Employers' Liability**

any bodily injury to any current or former **employee** or any spouse, child, parent, brother or sister of that **employee** as a consequence of bodily injury to that **employee**.

For the avoidance of doubt, this Exclusion applies:

(i) whether or not **you** may be liable as an employer or in any other capacity; and

(ii) to any liability, including any contribution for which **you** may be liable or any obligation to indemnify any other person in respect of such bodily injury, including any obligation for which **you** or their insurer may be held liable under any worker's compensation, disability benefits or unemployment compensation law or any similar law (including a subrogated claim by an insurer of any employee).

(d) **JCT Standard Form of Building Contract**

any damage to property, where:

(i) **you** are required to have obtained cover in accordance with; and

(ii) such damage should have been covered under;

the following:

1. clause 21.2.1 of the 1980 edition of the Joint Contract Tribunal conditions of contract; or
2. any later version or substitution of the above; or
3. any other contract that requires **you** to obtain similar insurance;

but **you** have failed to acquire or maintain the required coverage.

For the avoidance of doubt, this **policy** also does not provide cover for any loss, damage, or liability which is, or should be, insured under any such other insurance. Any claim for such loss, damage, or liability must be made under the insurance arranged in compliance with those terms or regulations.

(e) **Joint Ventures**

any acts or omissions of other members of the joint venture or consortium of which **you** are a part.

If **you** are part of a joint venture or consortium, **we** will only cover **you** for **your** legal liability arising from **your** own acts or omissions.

(f) **Legal Action**

any action for damages brought against **you** in any territory outside the **territorial limits**.

(g) **Motor Vehicles or Vessels**

the ownership, possession or use by **you** or on **your** behalf, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation.

(h) **Owned Property**

any:

(i) property or equipment that is owned, leased, rented hired, or occupied by **you**, an **employee** or a director or officer;

(ii) property or premises (including any fixtures or fittings) that **you** are temporarily rented or hired by **you** for **business** purposes; or

(iii) property or premises (including any fixtures or fittings) where **you** or an **employee** are conducting **business** activities.

(i) **Participants or Members**

any actions, omissions, or alleged actions or omissions of one participant or **member** towards another participant or **member**.

(j) **Products**

any liability in relation to **your products** other than as specifically covered under Section 9.1(b) - Products Liability.

(k) **Professional Services**

the rendering or failure to render any **professional services** by **you** or on **your** behalf.

(l) **Pure Financial Loss**

any pure financial loss not resulting from or accompanied by physical damage or bodily injury.

(m) **Social Media and Emails**

the sending of electronic mail (e-mail) or the use of social media.

For the avoidance of doubt, this exclusion does not apply to electronic mail (e-mail) sent, or social media used, directly in the course of **your business**.

(n) **Tobacco and E-Cigarettes**

(i) the consumption of, use of, or exposure to tobacco products, including, but not limited to, smoke or any other gaseous by-product; or

(ii) electronic cigarettes, or any mechanical or electronic device that dispenses nicotine, flavouring agents or other chemicals, where that device is marketed, advertised, sold or intended to be used to stimulate, mimic, substitute for, or replace the consumption of tobacco or of any substance containing nicotine or any derivative, synthetic or alternative nicotine delivery system.

(o) **Treatment**

any health, cosmetic or other treatment, medical or otherwise given by **you**, including even when part of the **business**.

(p) **USA and Canada**

any claim judgement award or settlement made within any country or territory which operates under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.

(q) **Wood-working Machinery**

the use, operation or maintenance of any woodworking machinery, including, but not limited to, saws, planers, lathes, sanders, routers or any other power-driven or mechanically operated equipment used for cutting, shaping, finishing or otherwise working timber or wood-based products.

(r) **Work Away**

manual work undertaken away from **your premises** other than the collection, delivery or installation of **products**.

(s) **Work from a Height**

any work carried out at a height of more than two (2) metres above ground level or any other surface, including, but not limited to, work carried out from ladders, scaffolding, platforms, cherry pickers, roofs or any other elevated structure or equipment.

The following exclusion applies to the Public Liability Section only

(t) **Contractual liability**

any assumption of liability by **you** under an agreement or contract

The following exclusions apply to the Products Liability Section only

(u) **Contractual liability**

any assumption of liability by **you** under an agreement or contract.

However, this exclusion will not apply where the liability arises out of a condition of warranty of goods implied by law.

(v) **Consumer Rights Act 2015**

any breach of, or alleged breach of the Consumer Rights Act 2015 including for example, allegations relating to the sale, supply, or description of **product(s)**.

9.7 Additional Definitions

In addition to the definitions within the Words with Special Meaning Section and any applicable **endorsements** the following apply in respect of this Section only.

If this definition appears in the Words with Special Meaning Section, then the definition within the Section will apply.

For the purposes of this Section the following definition(s) applies:

(a) **Abuse** means any act, threat or allegation involving molestation, harassment, corporal punishment, assault, battery or any other form of physical, sexual, emotional, psychological or mental abuse.

(b) **Abuse Incident** means a single act, or multiple, continuous, sporadic or related acts of **abuse**, caused to one or more persons, by one perpetrator, or two or more perpetrators acting together. **Abuse incident** includes negligent supervision of any person accused or involved in such **abuse**.

(c) **Professional Services** means:

(i) professional advice;

(ii) consultancy;

(iii) design;

(iv) specification;

(v) inspection;

(vi) certification; or

(vii) testing or treatment;

provided or performed by **you** or on **your** behalf for a fee or where a fee would normally be charged.

(d) **Member** means an individual who is formally and actively subscribed to and a member of **your business**, in accordance with **your** membership procedures and whose membership was active and valid at the time of any such incident or circumstance occurring which led to a **claim**.

(e) **Product** means:

(i) any goods or products; or

(ii) the containers, labelling and instructions provided in connection with the goods or products;

that are:

1. sold;

2. supplied;

3. processed;
4. installed;
5. serviced;
6. repaired;
7. altered;
8. treated; or
9. renovated;

by **you** or on **your** behalf.

10. Employers' Liability

The following Section is included if there is a **limit of liability** listed against the cover on the **schedule.**

10.1 **What is Covered**

In consideration of the payment of **premium**, **we** agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** and any applicable **excess** shown in the **schedule**, to cover **you** for damages **you** are legally liable to pay if any **employee** brings a **claim** against **you** for **injury** caused to them during the **period of insurance** arising out of and during the course of their work for **you** in relation to the **business** and within the **territorial limits** to the extent that cover is required in accordance with the Employers' Liability (Compulsory Insurance Act 1969 as amended and any corresponding legislation applicable in Northern Ireland, the Isle of Man, the Isle of Guernsey, and the Island of Jersey).

The **limit of liability** for this Section will include **costs and expenses**, but **we** will not pay costs for any part of a **claim** not covered by this Section.

Where the **policy** Exclusions and **policy** Conditions would operate to provide less cover than is compulsory under the Act(s) noted above, then this Section is deemed to be extended to provide the cover compulsorily insurable subject always to the **limit of liability** stated in the **schedule**.

10.2 **Sub Limits of Liability**

The following are all sub-limited perils under this Employers' Liability Section. The sub limits stated below are within the **limit of liability** for this Section.

(b) **Asbestos**

Despite General Exclusion Asbestos, this Employers' Liability Section will apply, subject to all its terms and conditions, to liability arising out of asbestos to the extent that cover is required in accordance with the laws relating to compulsory insurance of liability to **employees** in the United Kingdom, and is subject to a limit of GBP 5,000,000 in total for all **claims** inclusive of **costs and expenses** during the **period of insurance**.

(c) **Communicable Disease**

Despite General Exclusion Communicable Disease, this Employers' Liability Section will apply and provide coverage, subject to all its terms and conditions, to liability arising out of **communicable disease** to the extent that cover is required in accordance with the laws relating to compulsory insurance of liability to **employees** in the United Kingdom and is subject to a limit of GBP 5,000,000 in total for all **claims** inclusive of **costs and expenses** during the **period of insurance**.

(d) **Cyber**

This Employers' Liability Section will apply and provide coverage, subject to all its terms and conditions, to liability arising out of **cyber acts** and **cyber incidents** to the extent that cover is required in accordance with the laws relating to compulsory insurance of liability to **employees** in the United Kingdom and is subject to a limit of GBP 5,000,000 in total for all **claims** inclusive of **costs and expenses** during the **period of insurance**.

(e) **Proceedings in Relation to Health and Safety at Work**

In respect of **claims** arising out of the Health & Safety at Work Act 1974, to liability arising out of Health and Safety at Work Act (1974) to the extent that cover is required in accordance with the laws relating to compulsory insurance of liability to **employees** in the United Kingdom, and is subject to a limit of GBP 5,000,000 in total for all **claims** inclusive of **costs and expenses** during the **period of insurance**.

(f) **Terrorism**

Despite General Exclusion Terrorism, this Employers' Liability Section will apply and provide coverage, subject to all its terms and conditions, to liability arising out of **terrorism** to the extent that cover is required in accordance with the laws relating to compulsory insurance of liability to **employees** in the United Kingdom and is subject to a limit of GBP 5,000,000 in total for all **claims** inclusive of **costs and expenses** during the **period of insurance**.

(g) **War**

Despite General Exclusion War, this Employers' Liability Section will apply, subject to all its terms and conditions, to liability arising out of an act of war to the extent that cover is required in accordance with the laws relating to compulsory insurance of liability to **employees** in the United Kingdom and is subject to a limit of GBP 5,000,000 in total for all **claims** inclusive of **costs and expenses** during the **period of insurance**.

10.3 **Additional Exclusions**

The following exclusions are applicable to this Section only. They apply in addition to the exclusions applicable in the General Exclusions or any applicable **endorsements**.

This Section does not cover any actual or alleged liability caused by, arising out of or in relation to:

(a) **Outside Territorial Limits**

any claim or circumstance arising outside the **territorial limits**.

(b) **Compulsory Motor**

any claim or circumstance where any road traffic legislation requires compulsory insurance or security and/or an indemnity is afforded to **you** by any such insurance or security; or

(c) **Offshore Platforms**

any claim or circumstance arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.

(d) **Workman's Compensation**

any amount payable under worker's compensation, social security or health insurance legislation and where there is a legal requirement to effect worker's compensation insurance for **injury** sustained by any **employee**. Provided that this exclusion shall not apply to any compensation recovery unit payments that may be required by the United Kingdom Social Security Acts 1989 and 1990 or any other related amendment.

10.4 Additional Conditions

The following conditions apply to this Section, in addition to the other conditions within the General Conditions and any **endorsements**.

(a) Asbestos

You must not: manufacture; mine; process; distribute; test; remediate; remove; store; dispose; sell; or use asbestos or materials or products containing asbestos.

We will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

(b) Compulsory Insurance Clause

Any indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in United Kingdom relating to compulsory insurance of liability to **employees**.

If, however, there has been non-observance of any **policy** conditions by **you**, and **we** have paid any sum which would not have been paid but for the provisions of such law then **you** must repay any such sum paid by **us** to **us** as soon as possible.

(c) Employee's Protective Equipment

You must ensure that:

(i) while the **employee** is conducting their activities in line with **your business**, they are adhering to the required use of, and wearing of, personal protective equipment; and

(ii) the requirements for such protective equipment for the **employee** is clearly outlined and documented for the **employees** and enforced by **you**.

You must create and maintain formal records of:

1. all personal protective equipment provided by the **employee**; and

2. all personal protective equipment provided to the **employee** by **you**;

including records on the suitability & standards of the personal protective equipment being used. If the personal protective equipment is not suitable for use this must be identified on the record and **you** must ensure it is not used.

10.5 Automatic Extensions applicable to this Section

The following extension applies to this Employers' Liability Section automatically. Subject always to the terms and conditions of the **policy**.

The following Extensions, are all subject to the **limit of liability** for this Section, any amount payable under these Extensions is within the **limit of liability** for the Section not in addition.

(a) **Unsatisfied Courts Judgement**

Where a judgement for damages has been obtained by any **employee** or the legal representatives of the **employee** in respect of a **claim** under this Section, and such judgement remains unsatisfied in whole or in part six (6) months after the date of judgement then at **your** request **we** will pay to the **employee**, or the said legal personal representatives of the **employee**, the amount of such damages and any awarded costs to the extent that they remain unsatisfied;

Provided that:

(i) there is no appeal outstanding;

(ii) the judgement relates to **injury** which would otherwise be covered by this Section of this **policy**;

(iii) any payment is always subject to the **limit of liability** for this Section;

(iv) any payment made by **us** shall be only in respect of liability for which **you** would have been entitled to indemnity under this Section of the **policy** if the judgement had been made against **you**; and

(v) **we** shall be entitled to take over and prosecute for **our** own benefit any **claim** against any other person and **you**, the **employee** or the personal representatives of the **employee** shall give all information and assistance required.

(b) **Compensation for Court Attendance**

In the event of any of **your** directors, partners or **employees** attending court as a witness at **our** request in connection with a **claim** which is the subject to payment under this Section, **we** will provide compensation to **you** at the following rates for each day on which attendance is required:

(i)	any director or partner	GBP 500 per day, not to exceed ninety (90) days within the **period of insurance**;
(ii)	any **employee**	GBP 250 not to exceed ninety (90) days within the **period of insurance**;

but always within the l**imit of liability** for the Section in which any payment under this **policy** is being made.

(c) **Indemnity to a Principal**

The indemnity granted under this Section extends to any principal for legal liabilities arising out of work carried out for **you** under a contract or agreement in respect of which **you** would have been entitled to indemnity under this **policy** if the **claim** had been made against **you**.

You must ensure:

(i) **you** have taken all reasonable steps to inform the other parties of the relevant terms, conditions, limitations, and exclusions of this **policy** that may affect the other party's rights or entitlements under it; and

(ii) the other party has been expressly advised by **you** that their entitlement to benefit from this **policy** is conditional upon their compliance with such terms and conditions; and

(iii) **you** have expressly communicated to the other party, in writing or by other verifiable means, that failure to observe or comply with the applicable **policy** terms may result in the denial of coverage or reduction in payments under this **policy**.

In the event **you** and/or the other party have not complied with the above conditions (i)-(iii) above, it will impact the other party's ability to make a **claim** under this **policy** or the amount that **we** will pay.

Nothing in this Extension shall be seen to increase **our limit of liability**.

10.6 **Additional Definitions**

In addition to the definitions within the Words with Special Meaning Section and any applicable **endorsements** the following apply in respect of this Section only.

If this definition appears in the Words with Special Meaning Section, then the definition within the Section will apply.

For the purposes of this Section the following definition(s) applies:

(a) **Territorial Limits** means the United Kingdom, made up of England, Scotland, Wales and Northern Ireland, the Channel Islands and the Isle of Man.

11. Legal Expenses

The following Section is included if there is a **limit of liability** listed against the cover on the **schedule.**

11.1 **What is Covered**

(a) **Employment Disputes**

(i) **ACAS Early Conciliation**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** defence of an employment dispute first notified to **you**, or in respect of which **you** first take part in an ACAS Early Conciliation process, during the **period of insurance**, between **you** and:

1. an **employee**;
2. an ex-**employee**;
3. an interviewee or applicant for a position as an **employee**; or
4. a worker who alleges that they are **your employee**;

arising out of that person's employment, or proposed employment, in the **business**, where that dispute relates to **employment law** or to that person's contract of employment, and **you** are taking part in an ACAS Early Conciliation process in connection with that dispute.

(ii) **Employment Tribunal Response (ET3)**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** defence of an employment dispute in relation to **your business**, first notified to **you** by way of an **ET1** claim form served on **you** during the **period of insurance**, between **you** and

1. **your employee;**
2. an ex-**employee;**
3. an interviewee or applicant to become an **employee;** or
4. a worker that alleges to be **your employee;**

arising out of that person's employment, or proposed employment, in the **business**, where that dispute relates to **employment law** or to that person's contract of employment, when preparing and submitting **your** response as an **ET3** to that **ET1** claim form at an Employment Tribunal.

(iii) **Pre-Hearing Review/ Employment Status Dispute**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the

schedule, to pay **your costs and expenses** for **your** representation at a pre-hearing review in relation to **your business**, first notified to **you** during the **period of insurance**, between **you** and a worker who alleges to be **your employee**, where that pre-hearing review is held to determine that worker's employment status in connection with **employment law** provided that the underlying employment dispute between **you** and that worker qualifies for cover under 11.(a)(i) or (ii) above.

(iv) **Employment Tribunal Hearing**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** representation at a hearing, or for negotiating a settlement, of an employment dispute in relation to **your business**, between **you** and

1. **your employee**;
2. an ex-**employee**;
3. an interviewee or applicant to become an **employee**; or

in connection with employment law or their contract of employment, provided that the underlying employment dispute between **you** and that worker qualifies for cover under 11.(a)(i) or (ii) above.

(v) **County or High Court Proceedings**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** representation at, or for negotiating a settlement of, a dispute in the County Court or High Court in relation to **your business**, between **you** and

1. **your employee**;
2. an ex-**employee**;
3. an interviewee or applicant to become an **employee**; or

in connection with employment law or their contract of employment, provided that the underlying employment dispute between **you** and that worker qualifies for cover under 11.(a)(i) or (ii) above.

(b) **Employment Compensation Awards**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, that where **you** have a **claim** accepted under Employment Tribunal Hearing, **we** will also pay:

(i) **compensation** that **you** are ordered to pay by an employment tribunal;

(ii) tribunal fees that **you** are ordered to pay by the Tribunal, or tribunal fees agreed as part of a settlement that **you** have entered into with **our** consent; and

(iii) the amount **we** agree to pay in settling the dispute.

We will not pay **you** under this clause where an employment tribunal orders **you** to reinstate an **employee** and **you** fail to do so.

We will not pay any amount that **you** are obliged to pay under:

1. any law governing health and safety, workers' compensation, unemployment insurance, social security, disability benefits, redundancy, remuneration, or any similar law, including any regulations made under those laws;

2. **your** contract of employment with the individual concerned; or

3. any **benefit scheme**, or **your** failure to contribute to, fund, reimburse, or make payment in connection with a **benefit scheme**.

(c) **Property and Landlord Tenants Disputes**

(i) **Property Disputes**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** to obtain damages or another legal remedy for a property dispute in connection with **your business**, first known to **you** and reported to **us** during the **period of insurance**, where:

1. **your property** is trespassed upon;

2. **your property** is subject to nuisance caused by another party; or

3. **you** pursue a person for material damage to **your property** and **you** are unable to recover that damage from any other source.

We will not pay **you** to pursue **your** claim where the other party owns, or alleges that they own, some or all of **your property**.

We will not pay **you** to defend or pursue **your** claim where the dispute is a contractual dispute, other than a dispute over title documents.

We will not pay **you** to defend or pursue **your** claim where the dispute concerns rights to, or over, another person's property that are alleged to have arisen through **your** use or occupation of that property over a period of time.

(ii) **Disputes with Your Landlord**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** to obtain damages or another legal remedy for a dispute with **your** landlord in connection with **your business**, first known to **you** and reported to **us** during the **period of insurance**, where:

1. **your** landlord fails to maintain or repair **your property** as required by the written terms of **your** tenancy agreement;

2. **your** landlord alleges that **you** have failed to maintain or repair **your property** as required by **your** lease or tenancy agreement;

3. **you** defend a demand for dilapidations made at the expiry of **your** lease or tenancy agreement; or

4. **your** landlord seeks to end **your** lease or tenancy agreement earlier than stated in it or seeks to remove **you** from **your property**.

We will not pay **you** where **you** have not paid money owed to **your** landlord under **your** written tenancy agreement, or where **your** landlord alleges that **you** have not paid that money. However, **we** will pay **you** where **you** have withheld a payment required by **your** written tenancy agreement because **your** landlord has failed to maintain or repair **your property**.

(iii) **Disputes with Your Tenant**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** to obtain damages or another legal remedy for a dispute with **your** tenant in connection with **your business**, first known to **you** and reported to **us** during the **period of insurance**, where

1. **your** tenant fails to maintain or repair **your property** as required by the written tenancy agreement or lease;

2. **your** tenant alleges that **you** have failed to maintain or repair **your property** as required by the written tenancy agreement or lease; or

3. **you** pursue **your** tenant for disputed dilapidations at the end of **your** lease or tenancy agreement.

We will only pay **you** for a dilapidations dispute where **you** have served a notice of dilapidations on **your** tenant, and **you** have obtained, at **your** own expense, an independent expert valuation of the dilapidations.

(d) **Criminal Defence**

(i) **Interview under Caution**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** representation at an interview under caution by the police or another prosecuting authority in connection with **your business**, first known to **you** and reported to **us** during the **period of insurance**.

We will not pay **you** where the police require **you** to attend an interview under caution immediately at a police station.

(ii) **Prosecution Defence**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** defence of a criminal prosecution

accusing **you** of a criminal offence in connection with **your business**, where **you** receive a summons and report it to **us** during the **period of insurance**.

We will not pay **you** under this clause where the allegation:

1. concerns a motoring offence;

2. involves fraud, dishonesty or criminal damage;

3. is tax related, or an application is made under the Proceeds of Crime Act 2002; or

4. involves assault or a sexual offence, where **you** do not maintain a not guilty plea throughout the proceedings.

We will not pay **you** under this clause where it is alleged that **you** are responsible for damage or loss caused by seepage, pollution or contamination of any kind.

We will not pay **you** under this clause for a **claim** against **your employee**, a director, or a partner of **your business**, where **you** are charged under the Corporate Manslaughter and Corporate Homicide Act 2007.

(iii) **Motor Offences**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** defence of a criminal prosecution first made and reported to **us** during the **period of insurance**, where a conviction would result in the loss of a driving licence that **your** director or business partner requires to carry out **your business**.

We will also pay **your costs and expenses** for **your** defence of a criminal prosecution for a tachograph or vehicle weight offence.

We will not pay **you** under this clause where it is alleged that **you** were driving under the influence of drink or drugs or using handheld electronic equipment while driving.

(e) **Tax Protection**

(i) **Aspect Enquiry**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** representation before HMRC where HMRC issues a formal notice to:

1. **you**;

2. **your** director; or

3. **your** business partner;

to carry out an aspect enquiry, in connection with **your business**, into part or parts of **your** income tax or corporation tax self-assessment return, first known to **you** and reported to **us** during the **period of insurance**.

(ii) **Full Enquiry**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** representation before HMRC where HMRC issues a formal notice to

1. **you**;
2. **your** director; or
3. **your** business partner,

to examine all of **your** financial records relating to income tax or corporation tax, in connection with **your business**, first ordered or commissioned, known to **you**, and reported to **us** during the **period of insurance**.

(iii) **National Insurance and PAYE Disputes**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** representation before HMRC where HMRC expresses dissatisfaction with **your**

1. P11Ds;
2. P9Ds;
3. Pay As You Earn (PAYE); or
4. National Insurance contributions (NICs),

in connection with **your business**, first known to **you** and reported to **us** during the **period of insurance**.

(iv) **VAT Disputes**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** representation before HMRC in connection with an alleged failure to pay VAT following a VAT compliance check, in connection with **your business**, first known to **you** and reported to **us** during the **period of insurance**.

(f) **Regulatory Compliance**

(i) **Health and Safety Executive Enforcement Notices**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** appeal against an improvement notice or a prohibition notice issued by the Health and Safety Executive (HSE), in connection with **your business**, first known to **you** and reported to **us** during the **period of insurance**.

(ii) **Abatement Notice Appeals**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** appeal against an abatement notice for a statutory nuisance issued by a local authority, in connection with **your business**, first known to **you** and reported to **us** during the **period of insurance**.

We will not pay **your costs and expenses** for more than one appeal under this clause in any one **period of insurance**.

We will not pay **your costs and expenses** for an appeal involving or arising from a planning application, decision or dispute.

(iii) **Licence Appeal**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** appeal against a decision by a statutory body to suspend, revoke, alter or not renew a statutory licence that **you** need to carry out **your business**, first known to **you** and reported to **us** during the **period of insurance**.

We will not pay **your costs and expenses** for an appeal arising from, or connected to, a change in the law or regulations.

We will not pay **you** for complying with a notice or order.

We will not pay **you** for an appeal involving a driving licence or a property licence.

We will not pay **you** where **you** have failed to comply with a recommendation or warning from **your** regulator or a statutory body.

(iv) **Disciplinary Hearings**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** representation of **your** director or business partner at a disciplinary hearing held by a professional or regulatory body, where the loss of registration or accreditation at issue would prevent **you** from carrying out **your business**, first known to **your** director or business partner and reported to **us** during the **period of insurance**.

We will not pay **your costs and expenses** for representation in connection with a healthcare, medical or alternative therapy registration or accreditation.

(v) **Data Protection Defence**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** defence of a claim brought against **you** under the Data Protection Act 2018 or the UK General Data Protection Regulation, in connection with **your business**, where the breach alleged is first known to **you** and reported to **us** during the **period of insurance**.

(vi) **Data Protection Compensation**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, that where **you** have a **claim** accepted under Insuring Clause f.5 (Data Protection Defence), **we** will also pay **your** legal liability to pay **compensation** arising from **your** holding, losing, or unauthorised disclosure of data, in connection with **your business** and for which **you** are responsible.

We will only pay **compensation** under this clause where the party **you** are in dispute with alleges that they have suffered a specific financial loss.

(g) **Court Attendance Costs**

(i) **Jury Service**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to reimburse **you** the amount of contracted wages or salary **you** pay to:

1. a director or partner of **yours**; or
2. an **employee**;

for each day that person attends jury service at a court during the **period of insurance**.

We will deduct from any payment due to **you** under this clause the amount **you** recover, or are entitled to recover, from the court.

(ii) **Witness attendance allowance**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay the attendance costs of:

1. a director or partner of **yours**;
2. an **employee**; or
3. an ex-**employee**;

where **your representative** requests that person's attendance at court as a witness in connection with a **claim** accepted under this section of cover.

We will not pay costs incurred in attending court as an expert witness.

We will not pay any remuneration due to the director, partner or **employee**.

We will not pay any costs that **you** are able to recover from a prosecuting authority.

(h) **Employee Extra Protection**

(i) **Pension trustee defence**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** for **your** defence of **your** director or business partner where civil proceedings are brought against that person arising from their conduct as a trustee or administrator of a pension, retirement or superannuation scheme established for the benefit of **your** director, business partner or **employee**, first made and reported to **us** during the **period of insurance**.

(ii) **Wrongful arrest**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay the **costs and expenses** of:

1. a director or partner of **yours**; or

2. an **employee**,

in defending an allegation that they detained a natural person against that person's will, where the allegation is first made and reported to **us** during the **period of insurance**.

We will not pay **you** under this clause where the allegation is made by an **employee** or **employee** of **yours**.

(iii) **Personal injury**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **costs and expenses** for **your employee**, director or business partner to pursue a **claim** for damages for **injury** suffered by that person while carrying out **your business**, where the **injury** is alleged to have been caused by an act or omission, or an alleged act or omission, of another party, and is first known to **you** and reported to **us** during the **period of insurance**.

We will not pay **costs and expenses** under this clause where the **claim** is, or may be, brought against **you**.

We will not pay **costs and expenses** under this clause where the **injury** occurred on **your property**.

(iv) **Discrimination defence**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay costs and expenses for **your employee**, director or business partner to defend an allegation of discrimination arising from that person's conduct in carrying out **your business**, where the allegation is first made and reported to **us** during the **period of insurance**.

We will not pay **you** under this clause where the allegation of discrimination is made by an interviewee or applicant to become an **employee**, an **employee**, or an ex-**employee**.

(i) **Restrictive Covenant Cover**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** to pursue **your employee** or ex-**employee** for their breach of a restrictive covenant that is causing, or will cause, **you** financial loss, where the breach is first known to **you** and reported to **us** during the **period of insurance**.

We will only pay **you** under this clause where the restrictive covenant is for a period of twelve calendar months or less.

We will not pay **you** where the restrictive covenant does not form part of the **employee's** or ex-**employee's** written contract of employment with **you**.

(j) **Negotiation Cover**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** to reach a settlement of **your** dispute where **you** notify a **claim** under Property, Landlord and Tenant Disputes or Contract for Goods and Services Disputes, and, solely because that **claim** lacks **reasonable prospects of success**,

1. **we** decline to cover **your** claim; or

2. **we** withdraw cover for **your** claim.

We will not pay **your costs and expenses** under this clause where the incident notified under Property, Landlord and Tenant Disputes or Contract for Goods and Services Disputes first arose before the date on which that section of cover began.

(k) **Contract for Goods and Services Disputes**

In consideration of the payment of **premium**, **we** agree, subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** shown in the **schedule**, to pay **your costs and expenses** to defend or pursue a **claim** for an alleged breach of an express written contract or agreement between **you** and **your** customer or supplier, for the sale, hire or supply of goods or services, in connection with **your business**, where the breach is first known to **you** and reported to **us** during the **period of insurance**.

We will not pay **you** to defend or pursue a **claim** involving a **construction contract**.

This Section does not apply a specific **Cyber Act** or **Cyber Incident** exclusion, therefore a loss as covered under the terms and conditions of Insuring Clauses detailed in 11.1 due to a **Cyber Act** or a **Cyber Incident** will be payable subject to all the terms, conditions, limitations and exclusions of this **Policy**.

11.2 **What We Will Pay**

The most **we** will pay for any **claim**, or series of **claims** arising from the same original cause, during the **period of insurance** is set out in the table below. Each amount shown is inclusive of, and not in addition to, the **limit of liability**.

Insuring Clauses	Limit	Excess where you choose your own representative	Excess where you use our choice of representative
Employment disputes	GBP 100,000	GBP 1,000	Not applicable
Employment compensation awards	GBP 100,000	GBP 1,000	Not applicable
Property and landlord and tenant disputes	GBP 100,000	GBP 1,000	Not applicable
Criminal defence	GBP 100,000 (GBP 2,500 for Interview Under Caution)	GBP 1,000	Not applicable
Tax protection	GBP 100,000	Not applicable	GBP 1,000
Regulatory compliance	GBP 100,000	GBP 1,000	Not applicable
Court attendance costs	GBP 1,000	Not applicable	Not applicable
Employee extra protection	GBP 100,000	GBP 1,000	Not applicable
Restrictive covenant	GBP 100,000	GBP 1,000	Not applicable
Negotiation	GBP 5,000	Not applicable	Not applicable
Contract for goods and services disputes	GBP 100,000	GBP 2,000	GBP 500

Except where the table above states that an excess is not applicable, **you**, not **we**, must pay the **excess**. The **excess** applies to **your costs and expenses** (and, in respect of Regulatory Compliance, to **compensation**) in respect of each **claim**, or series of **claims**, arising from the same original cause. Where a **representative** excess is shown, it applies according to whether **you** exercise **your** freedom to choose **your** own **representative**, or **you** use **our** choice of **representative**, as described under Claims Condition: Legal Expenses.

The most **we** will pay during the **period of insurance** for all **costs and expenses**, all **compensation**, all reimbursement, and all attendance costs combined is the **limit**.

11.3 **Additional Exclusions**

The following exclusions are applicable to this Section only. They apply in addition to the exclusions applicable in the General Exclusions or any applicable **endorsements**.

This Section does not cover any actual or alleged liability caused by, arising out of or in relation to:

(a) **Legal Action Outside the United Kingdom**

1. a **claim** brought in a court of law outside England, Scotland, Wales or Northern Ireland; or
2. an action for damages brought in a court within England, Scotland, Wales or Northern Ireland to enforce a foreign judgment.

(b) **Injury, Property Damage, Professional Duty to Third Parties**

the defence of a **claim** involving:

1. injury to any person;
2. loss, damage, destruction or loss of use of property; or

3. breach of any professional duty owed to a third party.

(c) **Circumstances known at Inception**

any circumstances that **you** knew, or ought to have known, existed before the date that this section of cover started.

(d) **Financial Interest**

a dispute or legal proceedings between **you** and:

1. any parent company, ultimate holding company or subsidiary company of **yours**;
2. any person or entity having a financial, executive or controlling interest in **your business**;
3. any company or entity in which **you**, or any director, member or partner of **yours**, has a financial, executive or controlling interest; or
4. **your representative**, any party involved in arranging this **policy**, or **us**.

(e) **Legal Aid**

a dispute or legal proceedings for which, in the absence of this section of cover (legal expenses), **you** would be entitled to payment under a legal aid certificate or a representation order.

(f) **Intellectual Property Rights and Judicial Review**

a dispute or legal proceedings involving or arising out of:

1. breach of confidentiality, other than under Restrictive Covenant;
2. passing off;
3. defamation or malicious falsehood;
4. the ownership or existence of any intellectual property right, other than under Restrictive Covenant; or
5. judicial review.

(g) **Costs**

any amount **you** would have been obliged to pay in the absence of a dispute.

(h) **Value Added Tax**

the value added tax (VAT) proportion of **your** claim, where **you** are registered for VAT.

The following exclusions apply only in respect of the Criminal Defence Insuring Clause.

(i) **we** will not cover a **claim** where there has been injury, death, or damage that is covered by another insurance policy.

(j) The following exclusions apply only in respect of the Property, Landlord and Tenant Disputes Insuring Clause.

(i) a dispute that concerns a contract other than a tenancy agreement, licence or lease;

(ii) a dispute that is not likely to cause **you** financial loss or reduce the value of **your property**;

(iii) damage or nuisance has affected **your property** and **you** have not first made a claim under any buildings, contents or business interruption insurance that covers the same damage or nuisance;

(iv) a dispute that concerns planning permission, building regulations, a planning or building control decision, a compulsory purchase order, or any actual, planned or proposed works carried out by, or under the authority of, a statutory body;

(v) a dispute that concerns the negotiation or renewal of a tenancy agreement or lease, or the purchase of property;

(vi) **you** have not maintained buildings or contents insurance that is appropriate for **your property** and **your business**; or

(vii) it is alleged that **you** are responsible for damage caused by seepage, pollution or contamination of any kind.

(k) The following exclusions apply only in respect of the Tax Protection Insuring Clause.

(i) any situation where there are no **reasonable prospects of success** in reducing the tax, interest or penalties that HMRC alleges **you** must pay;

(ii) any situation where the relevant tax return was submitted more than 90 days after the date by which it was required to be submitted;

(iii) any situation where **you** did not notify HMRC that **you** were liable to tax within the applicable statutory time limit;

(iv) any situation where the relevant tax return contains figures that are wholly provisional;

(v) any allegation of fraud, an investigation by HMRC's Fraud Investigation Service or Counter-Avoidance Directorate, or the defence of a criminal prosecution;

(vi) any dispute or enquiry relating to the National Minimum Wage or the National Living Wage;

(vii) an allegation of tax avoidance; or

(viii) a HMRC letter inviting or requesting **you** to review and, where necessary, correct **your** tax affairs before HMRC begins a formal enquiry or investigation (commonly known as a "nudge letter").

(l) The following exclusions apply only in respect of the Contract for Goods and Services Insuring Clause.

(i) an amount in dispute of less than GBP 1,000;

(ii) a dispute that concerns a contract of employment;

(iii) a dispute that concerns a tenancy agreement, lease or licence to use land or buildings, or the sale or purchase of land or buildings;

(iv) a dispute that concerns hire purchase, a credit agreement, insurance, financial securities, a grant of any kind, or a franchise agreement;

(v) a dispute that concerns a guarantee or warranty of any kind;

(vi) the contract was assigned or transferred to **you** by another person, including by novation, or was entered into by an agent acting on **your** behalf; or

(vii) a dispute that concerns a debt that the person owing the money does not dispute, unless:

1. the debt has been overdue for at least ninety (90) days; and

2. **you** have requested full payment in writing at least once in each of the three (3) consecutive calendar months after the debt became due.

(m) The following exclusions apply only in respect of the Employment Defence Insuring Clause.

(i) any **claim** where the redundancy, alleged redundancy, or selection for redundancy, that triggered a **claim,** occurs within the first one hundred and eighty (180) days of the start of this **policy**.

11.4 **Additional Conditions**

The following conditions apply to this Section, in addition to the other conditions within the General Conditions and any **endorsements**.

(a) **Prospects of Success**

We will decide whether to cover **your claim** after considering the legal opinion of **your representative** and any other professional advice that **we** reasonably consider necessary.

To have **reasonable prospects of success**, there must be a greater than 50% chance of achieving at least one of the following outcomes, where relevant to **your claim**:

(i) successfully pursuing **your** case and obtaining a legal or financial remedy;

(ii) successfully defending a civil case brought against **you** so that **you** are not found liable;

(iii) successfully defending a criminal prosecution so that **you** are found not guilty;

(iv) where **you** plead guilty to a criminal offence, securing a material reduction in the penalty or fine that would otherwise be imposed;

(v) successfully appealing a decision of the relevant authority; or

(vi) avoiding the suspension or loss of **your** registration or accreditation.

If there is a 50% chance or less of achieving the relevant outcome, **your claim** does not have **reasonable prospects of success** and **we** will not provide cover.

(b) **Use of Representatives**

Your representative will be appointed in **your** name and will act on **your** behalf.

Freedom to choose your representative

You may choose **your representative** where:

(i) legal proceedings need to be started or defended; or

(ii) there is a conflict of interest between **you** and **us**.

Your choice is subject to **our** reasonable approval and to the requirements set out below. Details of any **excess** that applies when **you** choose **your representative** are shown in the **schedule**.

Unless **you** have the right to choose **your representative** under this condition, **we** will choose a **representative** to act on **your** behalf. **We** will also choose the **representative** for a tax enquiry or a **claim** under which **we** may be liable to pay **compensation**, unless **you** have a legal right to choose **your representative**.

When choosing **your representative**, **you** must take reasonable steps to minimise the cost of **your claim** and must give **us** the name and address of **your** proposed **representative** in writing.

We will approve **your** choice where:

1. **your** proposed **representative** agrees to co-operate with **us** and to help **you** comply with the terms and conditions of this **policy**;

2. the **representative** has the experience and expertise reasonably required to deal with **your claim**; and

3. the **representative's** charging rates are fair and reasonable for the type and complexity of **your claim**.

Any dispute about **your** choice of **representative** may be referred to arbitration in accordance with the procedure described in How to Make a Complaint.

You must not agree with **your representative** how **costs and expenses** will be calculated or charged without **our** prior written consent.

If **your representative** wishes to instruct counsel or an expert in connection with **your claim**, the following information must be submitted to **us** for approval before the instruction is made:

a. the name of counsel or the expert;

b. details of their relevant experience and expertise;

c. their charging rates and estimated total cost; and

d. an explanation of why their instruction is necessary.

(c) **Employment Disputes**

Under the Employment Disputes Insuring Clause, **you** must either:

(i) contact the **Markel legal helpline** and follow its advice in the following cirucmstances:

1. before disciplining, suspending or dismissing an **employee**;

2. before starting a retirement or redundancy process;

3. before making, or proposing to make, any unfavourable change to an **employee's** contract of employment;

4. when **you** receive a grievance, a complaint of discrimination or an appeal from an **employee** against action **you** have taken; or

5. when an **employee** resigns or leaves work after expressing dissatisfaction, verbally or in writing; or

(ii) where applicable, comply with the ACAS (Advisory, Conciliation and Arbitration Service) Code of Practice on Disciplinary and Grievance Procedures.

If **you** do not comply with this condition, **we** may refuse **your claim** or reduce the amount **we** pay, but only to the extent that **your** failure has adversely affected **our** position.

(d) **Communications**

A notice or communication from **us** about this **policy** will be treated as having been sent to **you** if **we** send it to **your broker**, where **you** have one.

A notice or communication from **us** about a **claim** will also be treated as having been sent to **you** if **we** send it to **your representative**.

(e) **Claims Conditions**

(i) **Our Consent and Continuing Requirements**

We will pay **costs and expenses** under this Section only where **you** have obtained **our** written consent before incurring them.

We will give and continue **our** consent only while **we** are satisfied that:

1. it is reasonable and proportionate, having regard to **your** claim, to incur the **costs and expenses**; and

2. there are reasonable prospects of success.

The requirement for reasonable prospects of success does not apply to claims under:

a. ACAS Early Conciliation;

b. Employment Tribunal Response (ET3);

c. Pre-Hearing Review or Employment Status Dispute;

d. Interview Under Caution; or

e. Court Attendance Costs.

If, during your claim, **you** cease to satisfy either applicable requirement, **we** may withdraw cover by giving **you** written notice. **We** will not pay **costs and expenses** incurred or awarded after the date specified in that notice, whether or not **we** previously agreed to pay them.

We will pay only **costs and expenses** that are directly relevant to **your** claim.

(ii) **Counsel's opinion**

We may request **you**, at **your** expense, to obtain an opinion from counsel addressing whether:

1. **your** claim has reasonable prospects of success; and

2. it is reasonable and proportionate to incur the **costs and expenses**.

If counsel's opinion satisfies **us** on both matters and **we** accept **your** claim, **we** will reimburse the reasonable cost of obtaining the opinion, subject to the applicable **limit of liability**. **We** will not pay the **excess**. **You** must pay the **excess** for each claim or series of claims arising from the same original cause.

(iii) **Reconsideration Following a Successful Judgment**

If **we** reject **your** claim solely because it does not have reasonable prospects of success, **we** will reimburse **costs and expenses** that are proportionate to the legal or financial remedy obtained, subject to the remaining terms, conditions, exclusions and limits of this **policy**, provided that:

1. **you** pursue the legal proceedings to a final judgment by a court, tribunal or equivalent body in **your** favour;

2. the outcome is not a settlement, mediation, alternative dispute resolution or similar agreed resolution;

3. where **you** defended the proceedings, **you** are found not liable;

4. where **you** pursued the proceedings, **you** are awarded the remedy that **you** were seeking when **we** rejected **your** claim; and

5. **you** notify **us** of the judgment as soon as reasonably practicable.

(iv) **Settlement offers**

You must:

1. tell us as soon as reasonably practicable after **you** receive an offer of settlement;

2. obtain **our** written consent before making, accepting, rejecting or responding to an offer of settlement;

3. take account of the prospects of the claim and the likely future **costs and expenses** when considering an offer; and

4. take reasonable steps to recover as much of **your costs and expenses** as possible.

If, without **our** written consent, **you** reject an offer that **we** recommend **you** accept or make an offer that **we** do not approve, **we** may withdraw cover for **costs and expenses** incurred after that decision. **We** may also recover from **you** any **costs and expenses** that **we** paid after **you** failed to follow **our** recommendation, but only to the extent that **our** position was prejudiced by **your** decision.

(v) **Payment instead of costs and expenses**

At **our** discretion, instead of paying further **costs and expenses**, **we** may pay **you** the lesser of:

1. the damages or other financial remedy that, in **our** reasonable opinion, **you** are likely to be awarded by a court or tribunal; and

2. the amount claimed against **you** or the amount for which the other party is willing to settle the claim.

Once **we** make that payment, **we** will have no further liability in respect of the claim.

Where **we** have agreed to pay **costs and expenses** or compensation under any of the following Insuring Clauses, **we** may require **you** to make a reasonable settlement offer to the person with whom **you** are in dispute:

a. Employment Disputes;

b. Employment Compensation Awards;

c. Data Protection Defence; or

d. Data Protection Compensation.

(vi) **Your duty to co-operate**

You must co-operate fully with **us** and **your representative** throughout **your** claim. In particular, **you** must:

1. allow **us** and **your representative** to communicate directly about **your** claim;

2. provide a full and truthful account of the relevant facts and supply all information, documents and evidence reasonably required to assess or conduct **your** claim;

3. attend meetings, hearings and other appointments when reasonably required; and

4. authorise **your representative** to provide **us** with the information, documents, evidence and regular progress reports that we reasonably require, including prompt notice of anything that may materially affect the basis on which **we** accepted **your** claim.

Nothing in this condition requires **you** to disclose legally privileged material where disclosure would amount to a waiver of privilege against a third party, unless appropriate arrangements have been agreed to preserve privilege.

If **you** fail to comply with this condition, **we** may refuse or reduce payment only to the extent that **your** failure has prejudiced **our** position.

(vii) **Recovery of Costs and Expenses**

If another party is responsible for reimbursing any **costs and expenses** that **we** have paid, **you** and **your representative** must take all reasonable steps to recover them. **You** must repay to **us** any amount recovered in respect of those **costs and expenses**, up to the amount that **we** paid.

If a settlement does not identify separately the amounts attributable to damages or other relief and to **costs and expenses**, a fair and reasonable proportion of the settlement will be treated as a recovery of **costs and expenses** and must be repaid to **us**.

Money recovered from another party will be applied first to reimburse **costs and expenses** paid by **us**, but only to the extent that the recovery is properly attributable to those **costs and expenses**.

(viii) **Invoices and payment**

You must send **us** a copy of each invoice for **costs and expenses** within thirty (30) days after **you** receive it.

If **we** require, **you** must instruct **your representative** to submit their costs for assessment by a court or tribunal or by a costs lawyer chosen by **us**.

You remain responsible for paying all **costs and expenses**. **We** will reimburse **costs and expenses** covered under this **policy,** subject to its terms, conditions, exclusions, **excess** and limits. **We** may, at **our** discretion, pay covered **costs and expenses** directly to **your representative** or another service provider.

(ix) **Appeals**

If **you** wish to appeal a judgment or decision, or another party appeals a judgment or decision in **your** favour, **we** will consider extending cover to the appeal only where:

1. **we** covered the proceedings giving rise to the appeal and had not withdrawn that cover; and

2. **you** provide **us** with the proposed grounds of appeal and all information that **we** reasonably require as soon as reasonably practicable and before any applicable deadline.

You must obtain **our** written consent before incurring **costs and expenses** in connection with an appeal. If **we** require **you** to pursue or defend an appeal, **you** must provide reasonable co-operation.

(x) **Appointment of your representative**

Your representative will be appointed in **your** name and will act on **your** behalf.

We will choose **your representative** unless:

1. legal proceedings or a formal inquiry have commenced and applicable law gives **you** the right to choose **your representative**; or

2. there is a conflict of interest between **you** and **us**.

Where **you** have the right to choose **your representative**, **your** choice is subject to **our** reasonable approval. When making **your** choice, **you** must have regard to **your** duty to minimise the cost of the claim and must notify **us** in writing of the **representative's** name and address.

We will approve **your** choice where **we** are satisfied that:

a. the **representative** will co-operate with **us** and enable **you** to comply with the terms and conditions of this **policy**;

b. the **representative** has the experience and expertise reasonably required to deal with the claim; and

c. the representative's proposed charging rates are fair and reasonable having regard to the nature, value and complexity of the claim.

Any dispute concerning **your** choice of **representative** may be dealt with in accordance with How to Make a Complaint and any applicable right to arbitration.

You must not agree with **your representative** how **costs and expenses** will be calculated or charged without **our** prior written consent.

Before **your representative** instructs counsel or an expert, **you** must submit the following to **us** for written approval:

i. the name of counsel or the expert;

ii. details of their relevant experience and expertise;

iii. their proposed charging rates and estimated total cost; and

iv. an explanation of why the instruction is reasonably necessary.

11.5 Additional Definitions

In addition to the definitions within the Words with Special Meaning Section and any applicable **endorsements** the following apply in respect of this Section only.

If this definition appears in the Words with Special Meaning Section, then the definition within the Section will apply.

For the purposes of this Section the following definition applies:

(a) **Benefit scheme** means any

(i) superannuation or pension scheme, programme or plan

(ii) profit sharing, share option or share purchase scheme

(iii) health and welfare or other **employee** benefit plan or trust

established or conducted for the benefit of any **employee** and their families and dependants

(b) **Compensation** means

(i) in respect of Employment Compensation Awards, awards the basic and compensatory awards for unfair dismissal and unlawful discrimination

(ii) in respect of Data Protection Compensation, the amount **you** have been ordered to pay under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)

(c) **Construction Contract** means a contract as defined by Section 104 and 105 of the Housing Grants, Construction and Regeneration Act 1996. For the purposes of this Legal Expenses section this is extended to include contracts with residential occupiers including:

(i) painting or decorating surfaces of a building;

(ii) construction;

(iii) alteration;

(iv) repair;

(v) maintenance of buildings; and

(vi) installation in a building of heating, lighting or electrical systems.

(d) **Costs and expenses** means:

(i) the legal or professional costs (including any disbursements such as counsel's or expert's fees) reasonably charged to **you** by **your representative** (provided that **we** have agreed with **you** in writing that **you** may incur these **costs and expenses**); and

(ii) the legal costs incurred in civil proceedings by the party **you** are in dispute with that a court or tribunal orders **you** to pay (provided that **we** have agreed with **you** in writing that **you** may incur these costs and expenses), or that **you**, agree to pay under the terms of a settlement.

Costs and expenses do not include any costs **you** are responsible for paying under the terms of a contract.

(e) **Employee** means any person under a contract of service with **you** in connection with **your business.**

(f) **Employment Law** means the following areas of law that apply to employment relationships in the United Kingdom:

(i) the law relating to contracts of employment, including breach of contract, wrongful dismissal, unlawful deduction from wages, and unpaid holiday pay or notice pay;

(ii) the law relating to unfair dismissal and constructive dismissal;

(iii) the law relating to discrimination, harassment or victimisation because of a protected characteristic (such as age, disability, sex, race, religion or belief, or sexual orientation);

(iv) the law relating to redundancy, including the right to a redundancy payment and the employer's duty to consult;

(v) the law relating to working time and holiday entitlement under the Working Time Regulations 1998;

(vi) the law relating to whistleblowing, meaning the protection of workers who make a protected disclosure; and

(vii) the law relating to the transfer of employees when a business changes ownership, under the Transfer of Undertakings (Protection of Employment) Regulations 2006.

(g) **Employment wrongful act** means any actual or alleged act or omission that results in a dispute in connection with the employment of an **employee,** former **employee** or prospective **employee,** committed or allegedly committed by **you**.

(h) **ET1** means the official form used to start a claim in an Employment Tribunal in England, Wales or Scotland.

(i) **ET3** means the official form used by **you** to respond to a **claim** made against **you** in an Employment Tribunal in England, Wales or Scotland.

(j) **Excess** means the first amount of a claim for which **you** are responsible.

(k) **Limit of Liability** means GBP 1,000,000 in all for the **Period of Insurance.**

(l) **Markel legal helpline** means legal helpline specialist services provided by **us** or on **our** behalf and detailed in the Legal Expenses Helpline.

(m) **Property** means the land (including walls) or buildings owned or occupied by **you** for which **you** are legally responsible within the **territorial limits.**

(n) **Reasonable prospects of success** means **we** will make **our** decision on whether to cover **your claim** based on a legal opinion from **your representative** (and any professional advice **we** regard necessary) on whether **your claim** has at least a 51% chance of:

(i) successfully pursuing **your** case and securing a legal and/or financial remedy

(ii) not being found liable in a civil case (i.e. not an enquiry, investigation or a criminal case) against **you;;**

(iii) an acquittal in the defence of a criminal prosecution;

(iv) securing a significant reduction of **your** punishment or fine in a criminal prosecution;

(v) successfully appealing the decision of the relevant authority under Abatement Notice Appeals or License Appeals; and/or

(vi) **you** not being suspended and of **you** retaining **your** registration or accreditation under Disciplinary Hearings;

If there is 50% or less chance of the above **we** will not provide cover.

(o) **Representative** means a:

(i) Solicitor;

(ii) Barrister;

(iii) Accountant; or

(iv) other appropriately qualified person;

appointed to act for **you** and who agrees to comply with the terms of this **Policy** but does not include a natural person who is employed by **you**.

(p) **We/Our/Us** means Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. Claims will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited.

(q) **You/Your/Yours** means

(i) the person or persons;

(ii) the firm;

(iii) the limited liability partnership;

(iv) the trust; and/or

(v) the company;

named as the policyholder in the **Schedule.**

In addition, if **you** request **us** to and **we** agree, **we** will pay **your employee**, or a director or a partner of **your business** under the Criminal Defence, Employee Extra Protection or Licence Appeal sections.

However, under Criminal Defence **we will** only pay **your employee** or a director or a partner of **your business** if the same **representative** acts for all parties.

12. Occupational Personal Accident

The following Section is included if there is a **limit of liability** listed against the cover on the **schedule.**

12.1 **What is Covered**

In consideration of the payment of **premium**, **we** agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** and any applicable **excess** shown in the **schedule**, to pay **you** any applicable benefit shown in the Benefit Schedule should an **insured person** suffer an **injury** as a direct result of their employment with **you** occurring**:**

(a) during the **period of insurance**; and

(b) within the **territorial limits.**

12.2 **What We Will Pay**

In respect of a covered **injury** as covered under this Section, the **insured person** will be entitled to the corresponding benefit stated in the Benefit Schedule below:

in respect of **death**	100% of the amount stated on the **schedule**
in respect of **loss of limbs**	The percentage stated on the **schedule**
in respect of **loss of sight or speech or hearing**	The percentage stated on the **schedule**
in respect of **permanent total disablement**	The percentage stated on the **schedule**
in respect of **temporary total disablement**	The amount stated in the **schedule** per week of **temporary total disablement** up to but not exceeding 104 weeks.

12.3 **Additional Conditions**

The following conditions apply to this Section only and are in addition to the conditions contained within the General Conditions and any applicable **endorsements**.

You must comply with the following conditions or it might impact **your** ability to make a claim under this **policy** or the amount that **we** will pay **you**.

(a) **Benefit Conditions**

In the event of a valid claim for **injury** under this Section the following benefit conditions will apply:

(i) if an **insured person** has the right to more than one of the benefits stated in the Benefit Schedule, the most **we** will pay is the amount shown in the **schedule** as 'maximum benefit.'

(ii) **permanent total disablement** must commence at the date of **injury** and last in excess of one-hundred and four (104) consecutive weeks;

(iii) the benefit for **permanent total disablement** will only be payable such disablement has exceeded one-hundred and four (104) weeks from the date of the **injury**;

(iv) to qualify for the benefit of **temporary total disablement** the **insured person** must

have received medical attention from and continued under the care of a **qualified medical practitioner**;

(v) the benefit for **temporary total disablement** is payable for a maximum of one-hundred and four (104) weeks from the date of suffering the **injury** or up to the amount in the **schedule**, whichever is reached first;

(vi) any amounts paid for **temporary total disablement** is deducted from the amount of any other benefit that might become payable for **permanent total disablement** or death;

(vii) the death benefit is only payable if death of the **insured person** occurs within twenty-four (24) months of the **injury**;

(viii) any amount for **temporary total disablement** is no longer payable once the benefit for death, **loss of limbs** or **loss of sight** or **loss of speech** or **loss of hearing** becomes claimable; and

(ix) For the same **injury**, **we** will not pay more than one of the benefits shown in the **schedule** for this section of cover.

However, **we** may pay the **temporary total disablement** benefit for the period before **we** pay a benefit for **death, loss of limbs, loss of sight, speech or hearing** or **permanent total disablement**.

(b) **Disappearance**

In the event of disappearance of the **insured person** if after a suitable period of time it is reasonable to believe that death has occurred as a result of **injury** then **we** will pay **you** the benefit for **death** subject to a signed undertaking that if the belief is subsequently found to be wrong the benefit will be refunded to **us**.

(c) **Other interests**

All payments under this section of cover shall be made to **you**. Neither the **insured person** nor their personal representatives have a right to payment under this section of cover.

12.4 **Additional Exclusions**

The following exclusions apply to this Section only and are in addition to the exclusions contained within the General Exclusions and any applicable **endorsements**.

We will not cover any loss, damage, liability, cost or expense caused by, arising out of or relating to:

(a) **Mental or Emotional Disorders or Diseases**

any **mental or emotional diseases or disorders**.

(b) **Suicide or Self-inflicted Injury**

any suicide, attempted suicide or self-inflicted injury of an **insured person**.

(c) **Drugs**

an **insured person** taking or using any drug.

This exclusion does not apply if the drug:

(i) was prescribed by a **qualified medical practitioner**;

(ii) was taken in accordance with that **qualified medical practitioner's** instructions; and

(iii) was not prescribed or taken to treat drug addiction.

(d) **Pregnancy and Childbirth**

an **insured person's** pregnancy or childbirth or any pregnancy related conditions.

(e) **Pre-existing Conditions**

any **pre-existing condition(s).**

(f) **Wilful Acts**

an **insured person** deliberately exposing themselves to unnecessary danger.

This exclusion does not apply where the **insured person** was attempting to save a human life.

(g) **Ages**

an **insured person** who, at the time of the event causing the loss, is under 16 years of age or over 75 years of age.

(h) **Sickness or Disease**

any:

(i) sickness or disease;

(ii) any naturally occurring condition;

(iii) any degenerative process; or

(iv) any gradually operating cause.

12.5 **Additional Definitions**

In addition to the definitions within the Words with Special Meaning Section and any applicable **endorsements** the following apply in respect of this Section only.

If this definition appears in the Words with Special Meaning Section, then the definition within the Section will apply.

For the purposes of this Section the following definition(s) applies:

(a) **Chronic Condition** means any functional pain syndrome characterised by chronic pain in the muscles and soft tissues, fatigue and/or disproportionate pain responses at specific sites in the body, including chronic pain syndrome, chronic regional pain syndrome and fibromyalgia.

(b) **Death** means death resulting solely and directly from sustaining an **injury.**

(c) **Injury** means accidental physical bodily injury.

(d) **Insured Person** means any person who is (or was or may be in the future):

(i) under a contract of service or apprenticeship with **you**;

(ii) under any work experience or similar scheme;

(iii) supplied to or hired in or borrowed by **you**;

(iv) volunteers;

(v) principal, partner, governor, director, council member, member, officer or trustee of **yours;** or

(vi) self-employed persons;

and working for **you** under **your** direct control in connection with **your business** and normally resident in the **United Kingdom**.

(e) **Loss of Hearing** means total and permanent loss of hearing in one or both ears of an **insured person** confirmed by a **qualified medical practitioner**.

(f) **Loss of Limb** means

(vii) in the case of an **insured person's** leg, loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg.

(viii) in the case of an **insured person's** arm, loss by permanent physical severance of the four (4) fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand.

(g) **Loss of Sight** mean the permanent and total loss of an **insured person's** sight, confirmed by a **qualified medical practitioner**, which will be considered as having occurred:

(i) in both eyes if the **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or

(ii) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the **insured person** should see at 60 feet).

(h) **Loss of Speech** means the **insured person's** total and irrecoverable loss of use of the power of audible and intelligible speech confirmed by a **qualified medical practitioner**.

(i) **Mental or Emotional Diseases or Disorders** means any emotional or psychiatric disorder or condition including: post-traumatic stress disorder, neuroses, psychopathy, psychoses, anxiety and stress reactions.

(j) **Permanent Partial Disablement** means:

(i) **loss of sight**;

(ii) **loss of limb(s)**;

(iii) **loss of hearing**; and

(iv) **loss of speech**

as a direct result of an **injury** and has lasted for a minimum of one hundred and four (104) consecutive weeks and in the opinion of **a qualified medical practitioner** will in all probability exist for the remainder of the life of the **insured person**.

(k) **Permanent Total Disablement** means permanent total disablement resulting solely and directly from **injury** and confirmed by a **qualified medical practitioner** which necessarily and continuously prevents the **insured person** from attending to any **business** or any occupation of any description and, having lasted for one-hundred and four (104) weeks from the date of suffering the **injury**, is beyond hope of improvement.

(l) **Pre-existing Conditions** means any condition, whether diagnosed or not:

(i) which is which made a material contribution to a covered **injury**;

(ii) which the **insured person** was aware or should have been aware at the start of this **policy**; or

(iii) which the **insured person** has sought advice, diagnosis, treatment or counselling or for which the **insured person** has been treated at any time during the three (3) years prior to the inception of this **policy**.

(m) **Qualified Medical Practitioner** means a medical practitioner or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice but does not include an **insured person** or a member of the **insured person's** family.

(n) **Temporary Total Disablement** means temporary total disablement resulting solely and directly from **injury** which in the opinion of a **qualified medical practitioner** necessarily prevents the **insured person** from attending to his/her usual **business** or occupation or, if the injured **insured person** has no occupation, necessarily confines the **insured person** to a private dwelling or other location where they are under treatment.

13. Cyber and Data Risks

The following Section is included if there is a **limit of liability** listed against the cover on the **schedule.**

When this Section is included, General Exclusion – Cyber will not apply in so far as cover is available under this Section.

13.1 What is Covered

In consideration of the payment of **premium**, **we** agree subject to the terms, limitations, exclusions and conditions of this **policy** and the relevant **limits of liability** and any applicable **excess** shown in the **schedule**:

(a) **Data Breach**

we agree to pay the reasonable costs that **you** incur with **our** prior written consent for:

(i) **incident response costs;**

(ii) **mandatory notification costs**; and/or

(iii) **voluntary notification costs;**

if **you** discover a **data breach** arising in connection with **your business** during the **period of insurance**, and such costs incurred in (I)-(iii) above are incurred during the first ninety (90) days immediately following the date of **your** first discovery of such **data breach**.

Cover under this Section applies only to costs incurred:

1. with **our** prior written consent; and
2. within the ninety (90) day period described above.

Any costs incurred after that period, or without **our** prior written consent, will not be covered unless **we** have agreed in writing to extend the period or to waive the requirement for prior consent.

(b) **Data Liability**

we agree to pay:

(i) **your** legal liability for damages awarded against **you**; and

(ii) **your costs and expenses;**

arising from any **claim** first made against **you** and reported to **us** during the **period of insurance**, where that **claim** arises from a **data breach** in connection with **your business** occurring after the **retroactive date** but prior to the expiration of this **period of insurance**.

For the avoidance of doubt, **costs and expenses** are payable in addition to the damages for which **we** indemnify **you**, but payable within the **limit of liability** and any applicable sublimit shown in the **schedule**.

(c) **Cyber Loss**

we agree to pay **your**:

(i) computer equipment restoration costs; and/or

(ii) data extortion costs**;**

incurred with **our** prior written consent and during the **period of insurance**.

(d) **Cyber Crime**

we agree to pay **you** for:

(i) the amount of **your business** money or funds stolen as a direct result of the **cyber attack**; and/or

(ii) the cost of unintended or unauthorised call charges or bandwidth charges to **your business** telephone systems incurred as a direct result of the **cyber attack**

providing such **cyber attack** on **your computer equipment** is first discovered by **you** and reported to **us** during the **period of insurance.**

However, **we** will not pay **you** any amount under this Section under (i) above where the theft of **your** money or funds:

1. arises from the fraudulent representation of **you** by one of **your** clients or customers; or

2. is the result of a **cyber attack** directed against **your** customers or suppliers rather than directly against **you** or **your computer equipment**.

(e) **Cyber Liability**

we agree to pay:

(i) in respect of **your** legal liability for damages and costs awarded against **you**; and

(ii) **your costs and expenses**;

arising from any **claim** first made against **you** and reported to **us** during the **period of insurance** shown in the **schedule**, where that **claim** arises from:

1. **your** negligent transmission of a **computer virus** that has originated from or passed through your **computer equipment**;

2. a **cyber attack**; or

3. an **e-media incident**;

occurring after the **retroactive date** but prior to the expiration of the **period of insurance** and in connection with **your business**.

For the avoidance of doubt, **costs and expenses** are payable in addition to the damages for which **we** indemnify **you**, but payable within the **limit of liability** and any applicable sublimit shown in the **schedule**.

(f) **Network Interruption**

if **your computer equipment** is subject to a **cyber attack** that is first discovered by **you** and reported to **us** during the **period of insurance**, and as a result **your business** is interrupted or interfered with, **we** will pay **you** for **your business interruption,** solely as a result of such interruption or interference with **your computer equipment** for the **period of interruption.**

We will not pay **you** where the interruption or interference to **your business** arises from or involves in any way a self-replicating or non-targeted **computer virus** or **hacking incident**.

(g) **Compensation for Court Attendance**

In the event of any of **your** directors, partners or **employees** attending court as a witness at **our** request in connection with a **claim** which is the subject to payment under this Section, **we** will provide compensation to **you** at the following rates for each day on which attendance is required:

any director or partner	GBP 500 per day, not to exceed ninety (90) days within the **period of insurance**;
any **employee**	GBP 250 not to exceed ninety (90) days within the **period of insurance**;

but always within the **limit of liability** for the Section in which any payment under this **policy** is being made.

(h) **Public Relations Management**

with **our** prior written agreement**, we** will pay **you** for the reasonable costs resulting from the use of the **public relations response service** following a **crisis**.

We will also pay any other related costs that **we** have agreed in writing.

Cover under this subsection applies only where **you**:

(i) notify **us** of any event or circumstance that might result in **you** seeking payment under this subsection as soon as practicably possible;

(ii) comply with **our** recommendations and the recommendations of the **public relations response service**; and

(iii) take all reasonable and practicable measures to avoid or reduce the costs of the **crisis**.

(i) **Regulatory Investigations and Fines**

Despite exclusions Fines and Penalties and Contractual Liability of this section, **we** will pay **you**:

(i) the cost of legal representation, agreed by **us** in writing prior to incurring any costs, at any investigation or proceedings brought by the United Kingdom Information Commissioner's Office in connection with any matter for which **you** might receive payment from **us** under this Cyber and Data Risks Section (including, without limitation, investigations or proceedings brought under the Data Protection Act 2018 and/or the UK General Data Protection Regulation); and

(ii) any **PCI fines**, penalty, fine or award made against you, provided that it is legally permissible to insure against the payment of that penalty, fine or award.

Cover under this subsection applies only where **you** report the investigation, proceedings or demand to **us** during the **period of insurance**.

(j) **Emergency Cyber Response Service**

In the event of:

(i) a **cyber attack**; or

(ii) a suspected **cyber attack**,

on **your computer equipment**, where **our** prior written consent cannot reasonably be obtained, **we** will pay **you** the resulting costs of the **cyber response service** until **we** are able to provide **our** written consent.

Cover under this subsection applies only where you:

1. notify **us** as soon as practicably possible of any event or circumstance that might result in **you** seeking payment under this subsection;

2. comply with **our** recommendations and the recommendations of the **cyber response service**; and

3. take all reasonable and practicable measures to avoid or reduce the costs of the **cyber attack**.

13.2 What We Will Pay

The most **we** will pay in total during the **period of insurance** for all amounts payable under this Section, is the limit of liability stated on the **schedule**.

The following sublimits apply within (and are not in addition to) the **limit of liability**:

Section	**Sub Limit**
Cyber Loss	GBP 25,000 in all for the **period of insurance**
Cyber Crime	GBP 25,000 in all for the **period of insurance**
Network Interruption	GBP 50,000 in all for the **period of insurance** Subject also to a twenty-four (24) hour **time retention**.
Public relations Management	GBP 25,000 in all for the **period of insurance**
Regulatory investigations and fines	GBP 100,000 in all for the **period of insurance**

We will not pay the **excess**. The **excess** must be paid by **you** and applies separately to each claim, data breach, loss, costs or expense as covered under this Section.

13.3 Additional Conditions

The following conditions apply to this Section only and are in addition to the conditions contained within the General Conditions and any applicable **endorsements**.

You must comply with the following conditions or it might impact **your** ability to make a claim under this **policy** or the amount that **we** will pay **you**.

(a) **Calculation of Business Interruption**

The amount we will pay in respect of the reduction in your net profit will be determined by taking into account:

(i) **your** net profit in the months preceding the **cyber attack**;

(ii) **your** probable net profit during the **cover period** had the **cyber attack** not occurred;

(iii) seasonal variations and influences; and

(iv) changes in market and/or economic conditions.

However, the amount **we** pay will not include any prospective increase in net profit that **you** would likely have attained as a result of an increase in the volume of your **business** due to favourable **business** conditions caused by the impact of a similar event on other businesses.

(b) **Data extortion**

The following applies in respect of any Data Extortion Cover under this Section.

You must ensure that:

(i) **you** do not disclose the existence of the cover provided in respect of **data extortion** to anyone; and

(ii) **you** advise, or allow **us** to advise the police of the **data extortion**.

13.4 **Additional Exclusions**

The following exclusions apply to this Section only and are in addition to the exclusions contained within the General Exclusions and any applicable **endorsements**.

We will not cover any loss, damage, liability, cost or expense caused by, arising out of or relating to:

(a) **Fines and Penalties**

any:

(i) fine or penalty;

(ii) non-compensatory damages.

This exclusion does not apply to the Regulatory Investigations and Fines section.

(b) **Contractual Liability**

your legal liability arising from any agreement **you** have entered into if **your** liability is increased beyond that applicable in the absence of the agreement.

(c) **Legal Action**

any claim under Data Liability or Cyber Liability:

(i) where the claim is brought in a court of law outside the jurisdiction of the **territorial limits** for this Section; and/or

(ii) where action for damages is brought in a court within the **territorial limits** to enforce a foreign judgment.

(d) **Territorial Limits**

any legal liability or loss that **you** suffer that results from the conduct of **your business** outside of the **territorial limits** other than whilst a director of **yours** or an **employee** is temporarily outside the **territorial limits** in connection with **your business**.

(e) **Employers Liability**

any:

(i) bodily injury, mental injury, emotional distress, shock, sickness, disease or death (other than emotional distress arising from a **data breach**) to any **employee** that results from their employment by **you**, or

(ii) a breach of your responsibility as an employer to any **employee** or prospective **employee**.

(f) **Dishonest and Malicious Acts**

any dishonest, fraudulent, criminal, malicious, wilful, or reckless act or omission of any:

(i) board director, trustee, governor, council member, committee member, partner, or member of **yours,** in-house lawyers of **yours,** risk managers, chief operating officers, chief technology officers, chief information officers, chief privacy officers, self-employed persons working for **you,** or any other person acting in a similar capacity; or

(ii) person after the discovery of reasonable cause for suspicion of that person.

For the avoidance of doubt, no one will be entitled to payment in respect of any legal liability and/or **costs and expenses** resulting from their dishonest, fraudulent, criminal or malicious act or omission or from condoning such an act or omission.

We will deduct from any amount payable by **us**:

1. any amounts due from **you** to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission;

2. any amounts held by **you** and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission; and

3. any amount recovered following action in accordance with **our** ability for subrogation under Subrogation.

(g) **Joint Ventures**

you being part of a joint venture or consortium.

Cover under this **policy** will only apply for **your** legal liability arising from **your** own acts or omissions; **we** will not pay a claim where **your** legal liability arises from the acts or omissions of other members of the joint venture or consortium.

(h) **Circumstances Known at Inception**

any circumstances that existed or **you** knew or ought to have known of prior to the **period of insurance.** No camount will be payable under this **policy** for any legal liability or loss that **you** suffer that arises from those circumstances.

(i) **Retroactive Date**

any legal liability arising from the carrying out of **your business** prior to the **retroactive date**.

(j) **Injury and Property Damage**

any:

(i) bodily injury, mental injury, emotional distress, shock, sickness, disease or death sustained by any person (other than emotional distress arising from a **data breach**); or

(ii) any loss, damage or destruction of property including the loss of use of the property other than as specifically covered under this Section.

(k) **Insolvency or Bankruptcy**

your insolvency or bankruptcy, or the insolvency or bankruptcy of **your** suppliers, subcontractors or service providers.

(l) **Financial interest**

any claim made against **you** by:

(i) any parent company, ultimate holding company or subsidiary company;

(ii) any person or entity having a financial, executive or controlling interest in **your** operation; or

(iii) any company or entity in which **you** or any director, member or partner of **yours** has a financial, executive or controlling interest.

However, **we** will pay **you** if the claim is one for payment or contribution in respect of a **claim** made by an independent third party against the company, person or entity making the **claim** against **you**.

(m) **Trading Losses**

any:

(i) trading losses;

(ii) trading liabilities; or

(iii) any debts incurred by any business managed by or carried on by **you**. This exclusion shall not apply to Network Interruption.

(n) **Patents**

any actual or alleged infringement of any patent.

(o) **Directors and officers**

the performance or non-performance by **you**, any director or member of **yours**, or any **employee**, of any duties as a director or officer of any company.

(p) **Taxation, competition, restraint of trade and anti-trust**

any breach of any regulation or legislation governing taxation, competition, restraint of trade or anti-trust provisions.

(q) **Electromagnetic or electrical disturbances**

any:

(i) electromagnetic fields, electromagnetic radiation, electromagnetic pulses, electromagnetism, solar flares and storms, or any other type of radiation; or

(ii) any alleged or actual electrical or mechanical failures and/or interruption including electrical disturbance, surge or spike.

(r) **Infrastructure failures**
any actual or alleged failure, malfunction or interruption of:

(i) financial markets infrastructure, security exchanges, clearing houses; or

(ii) power, water, oil, gas, electrical, sewage, or other utilities; or

(iii) telecommunication, satellites, internet service providers, or any core element of the internet (including a failure of the core DNS root servers or the IP addressing system).

(s) **Betterment**

any event where **your computer equipment** or **your** financial position are in a better or improved position compared to their position in the absence of a claim or loss giving rise to payment under this Section.

(t) **Data extortion**

any loss that **you** suffer arising from **data extortion** by an **employee** or a self-employed person working for **you** or anyone acting in collusion with them.

(u) **Fraudulent representation**

The following applies only to Cyber Crime.

any loss **you** suffer as a result of the fraudulent representation:

(i) of **you** by one of **your** clients or customers; or

(ii) arising from **your** clients or suppliers being subject to a **cyber attack**.

(v) **Natural perils**

any physical cause or natural peril, including, for example fire, wind, water, flood, lightning, explosion, collision, subsidence, earthquake, howsoever caused.

(w) **Advertising**
any:

(i) false advertising or misrepresentation made in any publication, including, for example:

1. inaccurate, misleading or inadequate description of the price of any products or services; or
2. products or services that do not meet the quality or performance as represented in any publication; or

(ii) infringement of trademark or trade dress by any products (tangible or intangible) or services displayed or contained within any publication.

13.5 Additional Definitions

In addition to the definitions within the Words with Special Meaning Section and any applicable **endorsements** the following apply in respect of this Section only.

If this definition appears in the Words with Special Meaning Section, then the definition within the Section will apply.

For the purposes of this Section the following definition(s) applies:

(a) **Business Interruption** means **your**:

(i) loss of revenue; and/or

(ii) reasonable increased costs of working

incurred during the **period of interruption** but after any **time retention** as a result of the interruption, less all **savings** as a result of the interruption.

The amount payable will be reduced by **us** to reflect any work deferred by **you** due to a **period of interruption**, but subsequently conducted or completed within a sixty (60) day period following the end of the **period of interruption**.

(b) **Computer Equipment** means:

(i) any information and/or communication technology system, device or equipment including any hardware, software or firmware and data stored thereon; or

(ii) any industrial control systems (ICS), operational technologies and Supervisory Control and Data Acquisition (SCADA) systems;

which are either owned by or leased on normal commercial terms to, and under **your** direct operational control.

For the avoidance of doubt, (i) and (ii) above do not include analogue telephone infrastructure (including, for example, copper wire landline systems, non-IP based voice transmissions systems and manual switchboards or operator-assisted call routing).

(c) **Computer Equipment Restoration Costs** means **your** reasonable costs of restoring, replacing, rebuilding, replicating or reinstating **your computer equipment**, or any part of it, to a condition substantially the same as its condition immediately before the **cyber attack**, where that **computer equipment** has been damaged, destroyed, corrupted or otherwise rendered entirely unusable as a direct result of a **cyber attack**.

(d) **Computer Virus** means any malicious software introduced by a third party or **employee** or involving collusion between those parties; which damages, destroys, alters, encrypts, overloads or interferes with **computer systems** or **data**, irrespective of where such **computer equipment** or **data** are stored.

Computer Virus also includes:

(i) the inadvertent transfer of such malicious software to a third party by **you** or an **employee**;

(ii) the deliberate transfer of such malicious software to a third party by an **employee;** or

(iii) when operating from **your computer equipment**.

(e) **Crisis** means a **data breach** or any event which would result in a payment under this section of cover and where in **our** opinion there is a risk to **your business** as a consequence of adverse press, publicity or media attention.

(f) **Cyber attack** means either a **hacking incident** or a **denial of service attack.**

(g) **Cyber Response Service** means the public relations specialist services provided by **us** or on **our** behalf.

(h) **Data** means any first party or third-party information including commercial information and personally identifiable information, which is or was once held by **you** in an electronic format or a non-electronic format such as paper lists, printouts or other documents and in relation to the **business**.

(i) **Data breach** means:

(i) in respect of Data Breach only, the

1. loss of;
2. unlawful or unauthorised alteration of;
3. inappropriate publication of; and/or
4. theft of;

your data.

(ii) when used elsewhere in this Section, the

1. loss of;
2. unlawful or unauthorised alteration of;
3. inappropriate publication of; and/or
4. theft of;

your data.

(j) **Data extortion** means a demand made against **you** by someone who threatens to introduce, start or continue a **data breach** which could result in **you** suffering a financial loss if the demand is not met.

(k) **Data Extortion Costs** means your reasonable costs of:

(i) containing a **data extortion** demand;

(ii) reducing the effect of a **data extortion** demand; and/or

(iii) with **our** prior written consent, paying or contributing to a ransom demand;

resulting from **data extortion** first discovered by **you** and reported to **us** during the **period of insurance**. For the avoidance of doubt, **we** will not pay a ransom demand unless **we** have given **our** express prior written consent to the payment.

(l) **Denial of service attack** means an unlawful or unauthorised attempt by someone, that is specifically targeted at **you** alone and not at anyone else, to overload, hinder, interrupt or suspend service to **your computer equipment**, via the internet.

(m) **E-media incident** means

(i) libel, slander or defamation;

(ii) unintentional infringement of intellectual property rights or any unintentional act of passing off solely occasioned through;

(iii) **your** website content;

(iv) **your** social media presence (including comments made by others for which **you** may be held legally responsible); or

(v) **your** other online mediums.

(n) **Hacking Incident** means an electronic attack of a malicious or unauthorised nature, by someone (including an **employee**) with the intention of damaging, destroying, altering, encrypting, overloading or interfering with **your** computer systems or records.

(o) **Incident Response Costs** means **your** costs incurred in engaging the **cyber response service** to:

(i) contain, investigate, recover from and assess a **data breach**; and

(ii) establish any credit-monitoring, identity-theft monitoring or similar mitigation service required by the laws of the United Kingdom.

(p) **Incident Response Costs** means **your** costs incurred in engaging the **cyber response service** to:

(iii) contain, investigate, recover from and assess a **data breach**; and

(iv) establish any credit-monitoring, identity-theft monitoring or similar mitigation service required by the laws of the United Kingdom.

(q) **Increase in cost of working** means **t**he amount **we** will pay in respect of any increase in cost of working necessarily and reasonably spent in order to avoid or reduce the reduction in **your** net profit that would have occurred during the **period of interruption** as a result of the **cyber attack** had that money not been spent.

(r) **Mandatory Notification Costs** means costs incurred in complying with any legal requirement under the laws of the United Kingdom to notify:

(i) affected third parties; and/or

(ii) affected employees, of an actual or suspected **data breach**.

(s) **PCI Fines** means those fines imposed against **you** due to a breach of the PCI Data Security Standard, but only as a result of a **data breach**.

(t) **Period of Interruption** means the period starting immediately following the expiry of the **time retention** and ending not later than thirty (30) consecutive days afterwards.

(u) **Public Relations Service** means the public relations specialist services provided by **us** or on **our** behalf.

(v) **Retroactive Date** means:

(i) where **you** have not previously held a policy of insurance with **us**, the retroactive date will mean the inception date of the **period of insurance**;

(ii) where **you** have previously held a policy of insurance with **us** or another insurer and there has been no break in cover, the retroactive date will be the inception date of **your** first policy of insurance; or

(iii) where **you** have previously held a policy of insurance with **us** or another insurer but there has been a break in cover, the retroactive date will be the inception date of **your** current period of continuous cover.

In respect of (ii) and (iii) above, in the event of a claim **we** reserve the right to validate the **retroactive date** and **you** are required to provide proof of continuous cover to **our** satisfaction.

(w) **Savings** means the charges or expenses of **your business** that cease or are reduced as a direct result of the interruption caused by the **cyber attack**, including any amounts paid as government grants or furlough arrangements.

(x) **Territorial Limits** means the United Kingdom only.

(y) **Time Retention** means the uninterrupted twenty-four (24) consecutive hours at the beginning of a **period of interruption**, for which **you** will bear **your** own **business interruption**.

We will not pay for any **business interruption** that occurs during the **time retention**. The **time retention** must be borne by **you**.

(z) **Voluntary Notification Costs** means costs incurred in notifying affected third parties and/or employees of an actual or suspected **data breach** where there is no legal requirement to do so, but only where such notification will, in our reasonable opinion, effectively reduce or avoid a loss for which **you** would otherwise be entitled to payment under the Data Liability Section.

MARKEL

LEGAL TITLE GOES HERE
Legal text goes here