Insurance Policy for Professionals

Professional and Financial Risk

Policy wording

MARKEL

Welcome

Welcome and thank you for choosing to buy **your** policy from Markel.

This document, the schedule and any endorsement(s) attached form your policy. Please read them carefully and keep them in a safe place as they set out the conditions of the insurance between **you** and **us**.

The insurance contract

In return for payment of the premium shown in the policy schedule, **we** agree to insure **you** as described in each section of this document, subject to the terms and conditions contained in or endorsed on this policy.

The cover provided

The cover provided depends on which sections of cover **you** have chosen. These are denoted as operative sections of cover on your policy schedule.

It is important that:

- **you** check that the sections **you** have requested are included in the policy schedule
- **you** check that the information **you** have given **us** is accurate – see 'our reliance on the information provided to us' in the 'important information' section
- **you** notify **us** as soon as practicable of any inaccuracies in the information **you** have given **us**
- **you** comply with **your** duties under each section of cover and under this policy as a whole.

Exclusions

Your policy is subject to exclusions which are found under the heading 'what is not covered'.

The meaning of highlighted words

Some of the words in this policy have a special meaning, **we** have highlighted these words in bold print.

Some of these words have the same meaning throughout this policy, these will be found under the section 'words with special meaning that apply throughout this policy (general definitions)'.

Other words only have a special meaning that is used in a specific section of cover or the meaning may vary from one section to another. The meaning of these words are found in the list of 'words with special meaning (definitions)' in each section of cover.

Important information

How to make a claim (excluding the legal expenses section of cover)

If **you** want to make a claim under this policy, contact **us** by

- writing to **our** claims team at Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds LS11 5AS, or
- emailing **our** claims team – claimsuk@markel.com

quoting **your** policy number and the name of the policyholder shown in the policy schedule.

If you wish to discuss a claim please phone 0345 355 2277

How to make a claim under the legal expenses section of cover

If **you** want to make a claim under the legal expenses section of cover, contact **us** by phoning our advice line on 0333 2342 046

Telephone helplines

Legal helpline (including employment matters)

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

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
- TUPE (**it is a condition of the legal expenses section of cover that the legal helpline must be used whenever TUPE issues occur**)

How to access the legal helpline

Telephone: 0333 2342 046 (available 24 hours a day, seven days a week)

Information required:

- policyholder name
- policy number
- contact details
- brief details as to the nature of the problem or the advice being sought.

This helpline is available to all customers.

Public relations response service

In the event of a claim under the following sections of cover:

- **professional indemnity**
- **civil liability**
- **directors and officers liability**
- **cyber and data risks**

this provides access to a specialist public relations organisation, The Counsel House, to help manage certain situations where there is a risk to **your business** as a consequence of adverse press, publicity or media attention.

How to access the public relations response service
Please contact our claims team for details of how to access this service.

Telephone: 0345 355 2227 (available Monday – Friday, 9.00am – 5.00pm)

Email: claimsuk@markelintl.com

Cyber response service

This service provides access to specialist solicitors at Markel Law and information security experts who will give expert legal and technical IT security guidance on issues arising from cyber and data protection risks.

How to access the cyber response service

Telephone: 0333 234 2471

(Monday – Friday, 9:00am – 5:30pm)

Information required:

- policyholder name
- policy number
- contact details
- brief details as to the nature of the problem or the advice being sought

This helpline is available to all customers who have purchased the **cyber and data risks** section of cover.

Important

Any information provided to the above helplines and details of the guidance given may be provided to Markel. Please note that the above helplines are not an insurance claims service and do not replace policyholder obligations to notify Markel under the policy of insurance. Claims or circumstances that could give rise to a claim cannot be notified via these helplines and instead policyholders should contact us using the details under the heading 'How to make a claim' on page 3.

Things you must do

You must comply with the claims conditions. These can be found under 'claims conditions that apply to this policy as a whole'.

If **you** fail to comply with these conditions **we** may not pay **your** claim or any payment could be reduced.

Fraudulent claim

If **you** make a fraudulent claim under this policy:

- **we** are not liable to pay the claim, and
- **we** may recover from **you** any sums **we** have paid to **you** in respect of the claim, and
- **we** may write telling **you** that **we** are treating the contract as having been terminated with effect from the fraudulent act.

If **we** do write to **you** telling **you** that **we** are treating this policy as having been terminated:

- **we** will not be liable to **you** in respect of any 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 a loss, the making of a claim, or the notification of a potential claim), and
- **we** need not return any of the premium paid.

If this policy provides cover for any person who is not a party to the contract of insurance ('a covered person', for example a **director or officer** or an **insured person**), and a fraudulent claim is made under this policy by or on behalf of a covered person, **we** may exercise the same rights as above as if there was an individual contract of insurance between the covered person and **us**. However, the exercise of any of these rights shall not affect the cover provided under this policy for any other person.

In respect of any fraudulent claim under the directors and officers liability section of cover (if purchased), **we** will not exercise **our** right to treat this policy as having been terminated.

Our reliance on the information provided to us

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

How to cancel this policy

You can cancel this insurance (other than the directors and officers section of cover) at any time by writing to **us**.

We can cancel this insurance (other than the directors and officers liability section of cover) by giving **you** 30 days written notice. **We** will only do this for a valid reason, examples of valid reasons are:

- a change in risk occurring which means **we** can no longer provide **you** with insurance cover
- non-cooperation or failure to supply any information or documentation **we** request.

Cooling-off period

This policy has a cooling-off period of 14 days from either:

- the date **you** receive this insurance policy, or
- the start of the period of insurance shown in the policy schedule

whichever is the later.

Refund of premium

If **we** pay (or have agreed to pay) any claim, in whole or in part, then no refund of premium will be allowed.

If **we** haven't paid (or agreed to pay) any claim, in whole or in part, then:

- if **we** cancel this policy **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for 6 months and the period of insurance shown in the policy schedule is for 12 months, the deduction for the time **you** have been covered will be half the annual premium.
- if **you** cancel this policy within the cooling-off period **we** will return to **you** all of the premium paid without any deduction.
- if **you** cancel this policy outside the cooling-off period **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis.

If the premium is paid by instalments the way **we** calculate the return premium may differ, please refer to general condition 2 (premium payment).

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **us**.

In the event that **you** remain dissatisfied and wish to make a complaint **you** can do so at any time by writing to the Financial Ombudsman Service.

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service.

Making a complaint does not affect **your** right to take legal action

The Financial Ombudsman Service (FOS)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information on the FOS at http://www.financial-ombudsman.org.uk

The contact details for the FOS are:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free from 'fixed lines' in the UK), or

0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile tariffs in the UK)

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

Website: www.financial-ombudsman.org.uk

Complaints that cannot be resolved by us may be referred to the Financial Ombudsman Service. The following are the Customers who can currently complain to FOS:

- consumer
- Micro-enterprise; employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed £1 million.
- Charity which has an annual income of less than £1 million at the time the Complainant refers the complaint to the respondent
- Trustee of a Trust which has a net asset value of less than £1 million at the time the Complainant refers the complaint to the respondent
- Small Businesses; employs fewer than 50 persons; or has a balance sheet total of less than £5 million

If **you** are unsure whether **you** are able to refer **your** complaint, please contact the Financial Ombudsman Service.

Details of the Financial Services Compensation Scheme

Under the Financial Services & Markets Act 2000 **you** may be able to claim from the Financial Services Compensation Scheme. The level of compensation is different depending on the type of cover **you** hold:

- compulsory insurance, such as employers liability, is covered for 100% of the claim
- for other insurances 90% of the claim is covered with no upper limit
- further information can be obtained by visiting the Financial Services Compensation Scheme website on www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100

Language

This policy and all correspondence between **you** and **us** in relation to this policy (including any correspondence in relation to a claim) shall be in English.

Regulatory authorities

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services number 202570) and registered in England with company number 966670 with a registered office at 20 Fenchurch Street, London EC3M 3AZ.

Data protection

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). **We** collect and use relevant information about individual insureds to provide **you** with **your** insurance cover and to meet **our** legal obligations.

This information includes individual insureds' details such as their name and address [and may include more sensitive details such as information about their health and criminal convictions].

We will process individual insureds' details, as well as any other personal information **you** provide to **us** in respect of **your** insurance cover, in accordance with **our** full Markel privacy notice, a copy of which is available online at https://www.markeluk.com/privacy-statement or on request.

Information notices

To enable **us** to use individual insureds' details in accordance with current data protection laws, **we** need **you** to provide those individuals with certain information about how **we** will use their details in connection with **your** insurance cover.

You agree to provide to each individual insured **our** short form information notice set out in **our** What you told us document on or before the date that the individual becomes an individual insured under **your** insurance cover or, if earlier, the date that you first provide information about the individual to **us**.

Minimisation and notification

We are committed to using only the personal information **we** need to provide **you** with **your** insurance cover. To help **us** achieve this, **you** should only provide to **us** information about individual insureds that **we** ask for from time to time.

You must promptly notify **us** if an individual insured contacts **you** about how **we** use their personal details in relation to **your** insurance cover so that **we** can deal with their queries.

Rights of third parties

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

Sanctions limitation

We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

Brexit

We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where the regulatory risk location is within the European Economic Area (EEA).
Choice of law

The law of England and Wales will apply to this contract unless at the commencement of the period of insurance shown in the policy schedule **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, in which case (in the absence of agreement to the contrary) the law of Scotland will apply.

Any legal proceedings between **you** and **us** in connection with this policy will take place in the courts of the part of the **United Kingdom** in which **you** live or have **your** registered office.

Words with special meanings that apply throughout this policy (general definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this policy. Plural forms of the words defined in this policy have the same meaning when used in the singular form. **We** have listed these in alphabetical order.

Applicable courts means courts within those territories stated in the policy schedule in respect of the section of cover under which payment or indemnity is being sought.

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 insurance.

Computer equipment means any

- computer
- electronic data processing device, equipment or system

and includes any

- hardware
- software programme instruction
- data
- component

utilised or intended to be utilised in or by the computer or electronic data processing device, equipment or system.

Computer virus means any corrupting, harmful or unauthorised instructions or code that spreads itself through a computer system or network including malware, 'Trojan horses', 'worms' or 'time or logic bombs'.

Contamination means the

- contamination
- poisoning
- prevention or limitation of use

of objects due to the effects of chemical or biological substances.

Costs and expenses means legal costs and expenses incurred

- by **us**, or
- by **you** (provided **we** have agreed with **you** in writing that **you** may incur these costs and expenses)

but does not include

- damages and costs awarded against **you**
- any kind of payment for work or service due to **you**.

Cyber incident means any

- incident, or

- series of incidents, or
- threat, or
- hoax

involving

- the use or operation of any **computer equipment**, or
- the access to, processing, transmission, storage or use of any **electronic data**.

Discovery period means the period immediately following the expiry of the period of insurance shown in the policy schedule during which

- a claim, or
- circumstance for which cover is provided under the appropriate section of cover

can be reported to **us**.

Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of this equipment.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means

Insured, **you, your, yours**. The meaning of these words can vary depending upon which section of cover they appear in. Their meaning is given under 'words with special meanings' under each section of cover. When these words appear in 'conditions that apply to this policy as a whole', then they shall have the meaning which is given in the relevant section of cover.

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:

- contact with
- exposure to
- inhalation of
- absorption of
- discharge of
- dispersal of
- seepage of
- migration of
- release of
- escape of
- presence of
- growth of

mould.

Our, us, we means Markel International Insurance Company Limited.

Pollution means the

- discharge
- dispersal
- release or
- escape

of any irritant or contaminant.

Proposal means all the information supplied to **us** (whether by written, electronic or any other means) for the purpose of effecting this policy.

Terrorism means any act of terrorism (including the use or threat of violence) of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for:

- political
- religious
- ideological
- or similar purposes including the intention to influence or overthrow any government (whether by right or not) and/or
- putting the public or any section of the public in fear.

United Kingdom means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Unlawful association means any unlawful organisation which is engaged in **terrorism** including any organisation which at any relevant time is a proscribed organisation within the meaning of the Terrorism Act 2000 or any amendment or re-enactment of that act.

War means

- war
- invasion
- act of foreign enemies
- hostilities or warlike operations (whether or not war is declared)
- civil war
- rebellion
- revolution
- insurrection
- civil commotion assuming the proportions of or amounting to an uprising
- mutiny or usurped power.

Claims conditions that apply to this policy as a whole (claims conditions)

If **you** breach any of the following conditions this may result in **your** claim not being covered or a reduction in the amount payable.

Some of these claims conditions only apply to specific sections of cover and are only relevant when **you** have purchased the appropriate section of cover.

1 Notification of claims

You must notify **us** in writing

- within 7 days in respect of riot **damage**
- in respect of the following sections of cover (only where the appropriate cover has been purchased), **your** notification to **us** must be within the period of insurance shown in the policy schedule
  - professional indemnity
  - civil liability
  - directors and officers liability
  - cyber and data risks (subsection b (data liability) and subsection e (cyber liability) only)
  - legal expenses

  and provided **you** comply with the above then any subsequent
  - claim made, or
  - **disqualification proceedings**, **investigation**, **environmental proceedings** or **tax investigation** instigated, or
  - request for payment

  will be regarded as having been made, instigated or requested during the period of insurance shown in the policy schedule.
- as soon as possible in respect of all other claims or requests for payment.

You should therefore tell **us** about the following

- any claim made against **you**
- the receipt of any communication of an intention to make a claim against **you**
- any cause, event or circumstance which could or does involve **you** and may lead to a claim under the legal expenses section of cover
- the discovery of any act of fraud or dishonesty by any **employee** or any reasonable cause for suspicion of fraud or dishonesty by an **employee**
- any circumstance of which **you** shall become aware which is likely to give rise to
  - a claim against **you**, or
  - **you** seeking payment under this policy

and **you** must give **us**

- **your** reasons for **your** anticipation of a claim or **request for payment**
- full details of dates and persons involved

and in respect of the directors and officers section of cover, **you** or the **director or officer** should tell us about the following

- any claim made against **you** or a **director or officer**
- the receipt of any communication of an intention to make a claim against **you** or a **director or officer**

- any circumstance of which **you** or a **director or officer** shall become aware which is likely to give rise to
    - a claim against **you** or a **director or officer**, or
    - the instigation of **disqualification proceedings**, **investigation**, **environmental proceedings** or **tax investigation**, or
    - **you** or a **director or officer** seeking payment under this policy

and **you** must give **us**

- **your** reasons for **your** anticipation of a claim, **disqualification proceedings**, **investigation**, **environmental proceedings** or **tax investigation,** or **request for payment**
- full details of dates and persons involved.

2 General claims handling

You must

- give **us** the information and co-operation that **we** may reasonably request
- not do anything which might prejudice **us**
- take all reasonable steps to prevent any further claim **or request for payment** under this policy
- not admit liability or settle any claim or incur any **costs and expenses** without **our** written consent
- tell the police as soon as possible of any **damage** or loss involving theft or attempted theft, malicious damage or vandalism or any loss of **money**

and,

- in respect of the directors and officers liability subsection of cover k (public relations crisis management), legal expenses subsection of cover a (public relations crisis management), cyber and data risks subsection of cover a (data loss) and cyber and data risks subsection of cover h (public relations crisis management)
    - **you** must comply with **our** recommendations or the recommendations of **our** public relations specialist and/or **our** IT security specialist as directed
    - **you** must take all reasonable and practicable measures to avoid or reduce costs relating to the **crisis** or **data breach**.
- in respect of the legal expenses section of cover, **you** will consult and follow the advice of the **Markel employer helpline** in any matter to which the terms of the
    - Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), or
    - any legislation amending or re-enacting the above

    apply

3 Business interruption

You will, at **your** expense,

- 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 **cover period**
- 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.

4 Losses involving fraud or dishonesty

Where **you** make a claim arising from any act of fraud or dishonesty that **you** will, at **your** own expense, give us

- full written details of **your** loss, and
- proof of the correctness of **your** claim

within three months (or whatever other period **we** may agree in writing) of

- the discovery of any act of fraud or dishonesty by an **employee**, or
- any reasonable cause for suspicion of fraud or dishonesty by an **employee**.

5 Medical examinations

Under the money and personal assault section of cover

- the **insured person** agrees to any medical examination which **we** may require at **our** expense.
- in the event of **death we** may, at **our** expense, arrange a post mortem examination.

6 Defence of claims

- **we** are entitled to take over the defence or settlement of any claim in **your** name
- under the professional indemnity section of cover, the civil liability section of cover and the legal expenses section of cover (only where the relevant sections of cover have been purchased), **you** will not be required to contest any legal proceedings unless a mutually agreed counsel advices that the proceedings should be contested.
- **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.
- in respect of the directors and officers liability section of cover,
    - **you** or the **director or officer** have a duty to defend any claim, **disqualification proceedings**, **investigation** or **environmental proceedings**.
    - **we** have the right, but not the obligation, to actively associate with **you** or the **director or officer** in the settlement or handling of any claim, **disqualification proceedings**, **investigation** or **environmental proceedings**.
    - **you** have the right, subject to **our** written consent, to appoint any appropriately qualified legal representative to deal with any claim notified to **us** in accordance with claims condition 1(notification of claims).

7 Salvage

We may enter any **building** in which **damage** has occurred and deal with the salvage, however, no property may be abandoned to **us**.

8 Payment of indemnity limit

In respect of the following sections of cover (only where the appropriate cover has been purchased)

- professional indemnity
- civil liability
- public liability (including products liability)
- directors and officers liability
- employers liability

- cyber & data risks and
- legal expenses

we are entitled at any time to pay **you** or the **director or officer**:

- the **limit** (or as much of it as remains available), or
- any lesser sum for which any claim can be settled.

If **we** do this **we** will not be under any further liability to **you** or the **director or officer** in respect of the claim.

9 Legal expenses

We will only cover claims under the legal expenses section of cover where **you** have obtained **our** written consent to incur **costs and expenses**. **We** will give **our** consent for **you** to incur **costs and expenses** provided that **you** can satisfy **us** throughout **your** claim that

- it is reasonable and proportionate (in relation to **your** claim) to incur **costs and expenses**
- other than under the following sections of cover there are **reasonable prospects of success,**
    - legal expenses ,a1, employment disputes – acas early conciliation
    - legal expenses ,a2, employment disputes – Employment Tribunal response (ET3)
    - legal expenses ,a3, employment disputes – pre-hearing review/ employment status disputes
    - legal expenses,d1,criminal defence - interview under caution
    - legal expenses ,g, court attendance costs

If during the course of **your** claim **you** no longer satisfy **us** of the above, cover under this **policy** for **costs and expenses** will be withdrawn and any **costs and expenses** incurred or awarded on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

We will only pay **costs and expenses** which are directly relevant to **your** claim.

We may also require **you** to obtain a legal opinion from counsel at **your** expense to satisfy **us** that there are **reasonable prospects of success** and it is proportionate (in relation to **your claim**) to incur **costs and expenses**.

If based on Counsel's opinion **we** are satisfied in respect of the above the **costs and expenses** of obtaining that opinion will be paid by **us**. **We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to each claim or series of claims arising from the same original cause.

If **we** reject **your** claim solely due to a lack of **reasonable prospects of success**, **we** will pay **costs and expenses** that are proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of this policy if:

- **you** proceeded with the legal action which formed **your** claim to its conclusion with a court, tribunal or equivalent having issued a successful judgment in **your** favour (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process)
- **you** were defending the judgment and were found not at fault
- **you** were pursuing the judgment and were awarded the remedy **you** were seeking at the time **we** rejected **your claim**
- **you** tell **us** about it as soon as possible

You must inform us as soon as an offer of settlement is received and **you** must obtain **our** consent before **you** make or respond to any offer of settlement.

In any settlement **you** must:

- take into account the prospects of the case and likely future **costs and expenses**
- try to recover as much **costs and expenses** as possible

If **you** reject an offer of settlement which **we** recommend acceptance of or make an offer which **we** do not agree with, no further cover will be provided and **we** may seek to recover from **you costs and expenses we** have paid.

At **our** discretion, instead of paying **you** for **costs and expenses**, **we** can choose to pay:

- the damages **you** are likely to be awarded by a Court or Tribunal, or
- the amount of money being claimed against **you** or the amount of money the other party will settle for, whichever is the least

If **we** do this, **we** will not be under any further liability to **you** in respect of the claim.

Under sections of cover

- legal expenses ,a, employment disputes
- legal expenses ,b, employment compensation,
- legal expenses,f5, data protection defence,
- legal expenses, f6, data protection compensation

if **we** have agreed to cover the amount as **costs and expenses** or **compensation we** can require **you** to offer to pay an amount of money to the person you are in dispute with.

You must co-operate with **us** and **your representative** at all times during the course of **your** claim this includes

- allowing **us** and **your representative** to communicate directly with each other about **your** case
- providing a full and truthful account of **your** case and with all necessary documentation or evidence
- attending any meetings as required
- instructing **your representative** to provide **us** with information, documentation or evidence **we** require (even if privileged) and regular updates including when anything negatively affects the factors we took into account in accepting **your** claim.

If the outcome of **your** case is that another party is found responsible for reimbursing **you** for some or all of **your costs and expenses**, **you** and **your representative** must make every effort to fully recover those **costs and expenses** which **you** must re-pay to **us**.

If the legal case was settled and the terms of the settlement do not specify the split between damages and **costs and expenses** then a fair and reasonable proportion of that settlement will be treated as **costs and expenses** and paid to **us**.

If any money is recovered from the other party then that money will be treated as **costs and expenses** and repaid to **us** first until all **costs and expenses** have been repaid to **us**.

A copy of all invoices for **costs and expenses you** receive from **your representative** should be forwarded to **us** within 30 days of the date the invoice was issued. If **we** require, **you** must ask **your representative** to send the costs for assessment by a court or tribunal or to a costs lawyer of **our** choice.

You are responsible for the payment of all **costs and expenses**. **We** will reimburse **you** for the **costs and expenses** covered under **your policy. We** may settle these **costs and expenses** directly if **we** choose to do so.

If **you** wish to appeal against the judgment or decision of a court or tribunal or if there is an appeal against a judgment that is in **your** favour, **we** will consider providing further cover if

- **we** covered the initial legal proceedings that are being appealed as a claim and cover was not withdrawn
- the grounds for the appeal were submitted to **us** as soon as possible and before any deadline set by the Court or Tribunal

If **we** require, **you** must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

In all cases **your representative** will be appointed in **your** name and on **your** behalf.

We will choose a **representative** to act on **your** behalf other than at the point of an inquiry or legal proceedings where **you** will have freedom to choose **your representative** subject to **us** approving **your** choice.

You will also have freedom to choose **your representative** if there is a legal conflict of interest between **you** and **us** subject to **us** approving **your** choice.

When selecting **your representative**, **you** must have regard to **your** duty to minimise the cost of any **claim**.

The name and address of **your** chosen **representative** must be notified to **us** in writing. **We** will accept **your** choice if

- **we** are satisfied that **your** chosen **representative** will co-operate with **us** and enable **you** to comply with the terms and conditions of **your policy**
- the **representative** has the necessary experience to deal with the dispute
- the **representative's** charging rates are fair and reasonable in regard to the dispute

A dispute arising from **your** choice of **representative** may be referred to arbitration in accordance with the information provided at the beginning of this document 'how to make a complaint'

You must not enter into any agreement with **your representative** as to the basis of calculation of **costs and expenses** without **our** written consent.

If in any **claim your representative** wishes to instruct counsel or an expert the following must be submitted to **us** for **our** approval

- the expert's or Counsel's name
- details of their expertise
- charging rates and estimated cost
- an explanation of the need for the instruction

Other conditions that apply to this policy as a whole (general conditions)

1 Subrogation

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

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

(a) In respect of the following sections of cover (when purchased)

- professional indemnity
- civil liability and
- cyber and data risks

we agree 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.

(b) In respect of the following sections of cover (when purchased)

- property damage
- portable equipment
- business interruption
- money and personal assault
- occupational personal accident
- cyber and data risks, and
- legal expenses (other than subsection i (employment disputes))

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).

2 Premium payment

Despite any other conditions relating to cancellation, 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 Markel (UK) Limited to provide premium credit facilities, then it is agreed that

- if payment of any instalment to the premium finance company is overdue, Markel (UK) Limited 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 shown in the policy schedule
- all premiums due or returned will be processed by the premium finance company in accordance with the Credit Agreement.

3 Notice

Any notice under this policy will be regarded as given

- to **us** if sent by first class prepaid post to Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds, LS11 5AS
- to **you** or the **director or officer** if sent by post to **your** last known address.

4 Multiple insureds

Our liability under each section of cover is as shown in the section of cover. **Our** liability shall not be varied or regarded as varied because of the number or type of **insureds** or claims under the section of cover.

5 Non-aggregation

If payment is available under more than one section of cover the total amount payable under any one section of cover will be reduced by any amount payable under any other section of cover.

6 Breach of terms not relevant to the actual loss

If **you** or the **director or officer** fail to comply with a term (express or implied) of this policy (other than a term that defines the risk as a whole) and compliance with the term would tend to reduce the -risk of a loss, either

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

we cannot rely on the breach of the term to exclude, limit or discharge **our** liability under this policy if **you** or **the director or officer** show that the failure to comply with the term could not have increased the risk of loss which actually occurred in the circumstances in which it occurred.

7 Information provided to us

(a) prior to entering into the contract of insurance

If, prior to entering into this insurance contract, **you** or the **director or officer** shall:

- deliberately or recklessly provide **us** with false or misleading information:
  - **we** may avoid this policy and refuse all requests for payment, and
  - **we** need not return any of the premium paid
- carelessly provide **us** with false or misleading information, **our** remedy will depend upon what **we** would have done if **you** or the **director or officer** had not provided **us** with such false or misleading information
  - if **we** would not have entered into the contract of insurance at all **we** may avoid this policy and refuse all requests for payment and will return the premium paid
  - if **we** would have entered into the contract of insurance 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
  - in addition, if **we** would have entered into the contract but would have charged a higher premium **we** may proportionately reduce the amount to be paid under this policy in the same proportion as the premium **we** would have charged bears to the premium actually charged

(b) prior to entering into a variation of this contract of insurance

If, prior to entering into a variation of this insurance contract, **you** or the **director or officer** shall:

- deliberately or recklessly provide **us** with false or misleading information:
  - **we** may treat this policy as having been terminated from the time when the variation was concluded, and
  - **we** need not return any of the premium paid
- carelessly provide **us** with false or misleading information, **our** remedy will depend upon what **we** would have done if **you** or the **director or officer** had not provided **us** with such false or misleading information

- if **we** 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
- if **we** 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

in addition, if either

- **we** would have increased the premium by more than **we** did, or
- **we** would not have reduced the premium as much as **we** did, then

we may proportionally reduce the amount to be paid under this policy arising out of events after the variation.

Professional Indemnity

What is covered

a **Civil liability**

We will pay **your** legal liability for damages and costs awarded against **you** arising from any claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule for any actual or alleged

- negligence
- breach of confidentiality or privacy
- unintentional infringement of intellectual property
- libel, slander or defamation
- any other actual or alleged act, error or omission that results in a civil liability

in carrying out **your professional services**.

How much we will pay

The most **we** will pay for any claim or series of claims arising from the same original cause is the **limit**.

In addition **we** will pay **your costs and expenses** resulting from the claim, however,

- if **your** legal liability is greater than the **limit** then the amount **we** will pay in respect of **cost and expenses** will be proportionally reduced.
- if **your** legal liability arises from **pollution** and it is not excluded under 'what is not covered' then the most we will pay for **your** legal liability plus **costs and expenses** is the **limit.**

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to **your** legal liability for damages and **costs and expenses** in respect of each claim or series of claims arising from the same original cause**.**

b **Loss of documents**

We will pay **you** the amount of money spent by **you** in replacing or restoring any **document** which, during the period of insurance shown in the policy schedule, has been either

- physically destroyed or damaged, or
- lost or mislaid and which cannot be found after careful search

and which is reported to **us** during that same period of insurance**.**

How much we will pay

The total amount **we** will pay during the period of insurance shown in the policy schedule is £100,000

We will not pay **you** if:

- **you** have chosen the property damage section of cover
- the destruction, damage, loss or mislaying of the **document** arises from the
    - failure, or
    - failure to produce the desired or intended result

    of any programme, instruction or data for use in any computer or other electronic data processing device, equipment or system occasioned other than through its physical destruction or damage

c Compensation for court attendance

If at **our** request

- any director or partner of **yours**, or
- any **employee**

attends a court as a witness in connection with a claim **we** will pay **you** the following amounts:

- for any director or partner £500 per day
- for any **employee** £250 per day

for each day on which attendance is required.

d Discovery period

If **we** refuse to renew this section of cover (professional indemnity) for reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy,

or if **you** decline to accept **our** renewal terms, then **you** shall automatically be entitled to a 30 day **discovery period**.

The **discovery period** shall only apply to any actual or alleged

- negligence
- breach of confidentiality or privacy
- unintentional infringement of intellectual property
- libel, slander or defamation
- any other actual or alleged act, error or omission that results in a civil liability

first committed or allegedly committed during the period of insurance shown in the policy schedule.

You shall not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

e Mitigations costs

We will pay costs incurred by **you** which **you** establish to **our** satisfaction are necessary to mitigate **your** liability for damages and costs that would otherwise result in a claim being made against **you**.

However,

- **you** must obtain **our** prior written agreement before incurring costs
- if a subsequent claim is made against **you** under subsection of cover a (civil liability) the amount payable under that subsection of cover will be reduced by the amount **we** have paid for **your** mitigation costs.

f Outstanding fees

We will pay outstanding fees which **your** client refuses to pay **you** for **professional services** which **you** establish to **our** satisfaction would lead to a claim under subsection of cover a (civil liability) that is greater than the outstanding amount.

However, this subsection of cover only applies to **professional services** provided under a contract governed by the law of England and Wales or the law of Scotland and subject to the exclusive jurisdiction of such English and Welsh or Scottish courts.

g Public relations management

In the event of a claim under subsection of cover a (civil liability), **we** will pay, at **your** request and subject to **our** prior agreement

- costs incurred by **you** in utilising the services of the **public relations response service**
- other related and reasonable costs agreed with **us**

where, as a consequence of adverse press, publicity or media attention there is, in **our** opinion, a risk to **your business**.

However,

- **you** shall immediately notify **us** of any event or circumstance which might result in **you** seeking payment under the subsection of cover and comply with **our** recommendations or the recommendations of **our** public relations specialist as directed
- **you** shall take all reasonable and practical measures to avoid or mitigate public relations costs.

How much we will pay

The total amount **we** will pay during the period of insurance shown in the policy schedule is £25,000, which is in addition to the limit.

What is not covered (exclusions)

1 Fines, penalties and liquidated damages

We will not pay a claim for any

- fine or penalty
- non-compensatory damages
- liquidated damages arising from any agreement entered into by **you** where **your** liability is increased beyond that applicable in the absence of the agreement.

2 Radioactive contaminations and sonic bangs etc

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

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

4 Mould

We will not pay a claim if the loss is caused by or arises from **mould** or a **mould event**.

5 Other insurance

We will not pay for a loss where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance **we** will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

6 Legal action

We will not pay for a loss

- where the claim is brought in a court of law outside the jurisdiction of the applicable courts shown in the policy schedule for this section of cover, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgment.

7 Employers liability

We will not pay a claim where **your** legal liability arises from

- **injury** to any **employee** that results from their employment by **you** or
- a breach of your responsibility as an employer to any **employee** or prospective **employee**.

8 Property

We will not pay **you** where **your** legal liability arises from the ownership, possession or use by **you** or on **your** behalf of any

- land
- buildings
- aircraft
- watercraft, or
- mechanically propelled vehicle.

9 Dishonest and malicious acts

We will not pay a claim where **your** legal liability results from any

- dishonest
- fraudulent
- criminal, or
- malicious

act or omission committed by any person after the discovery of reasonable cause for suspicion of that person.

In addition:

- 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**:
    - any amounts due from **you** to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
    - any amounts held by **you** and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
    - any amount recovered following action in accordance with general condition 1 (subrogation) of this policy.

10 Joint ventures

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; **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.

11 Circumstances known at inception

If **you** knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then **we** will not pay a claim for any legal liability that arises from such circumstances.

12 Retroactive date

We will not pay a claim where **your** legal liability arises from the carrying out of **your professional services** prior to the **retroactive date**.

13 Pollution

We will not pay a claim where **your** legal liability arises from or involves **pollution**.

14 Products

We will not pay a claim where **your** legal liability arises from or involves any **product**.

15 Trading losses and insolvency etc

We will not pay a claim where **your** legal liability arises from

- any trading losses, or
- any trading liabilities, or
- any debts incurred

by any business managed by or carried on by **you**, or

- **your** insolvency or bankruptcy.

16 Financial interest

We will not pay a claim made against **you** by

- any parent company, ultimate holding company or subsidiary company, or
- any person or entity having a financial, executive or controlling interest in **your** operation, or
- 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 the claim if it is 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**.

17 Directors and officers

We will not pay a claim where **your** legal liability arises from or involves the performance or non-performance by

- **you**, or
- any director or member of **yours**, or
- any **employee**

of any duties as a director or officer of any company.

18 Asbestos

We will not pay a claim where **your** legal liability arises from or involves the

- manufacture
- mining
- processing
- distribution
- testing
- remediation
- removal
- storage
- disposal
- use

or exposure to asbestos or materials or products containing asbestos.

19 Intellectual property rights

We will not pay a claim where **your** legal liability arises from

- the infringement, use or disclosure of any patent, or the use, disclosure or misappropriation of a trade secret by **you**, or
- the deliberate breach of confidentiality, or the deliberate breach of another parties intellectual property rights by **you**.

In addition, **we** will not pay a claim for amounts owed to licensors under the terms of their license agreement.

20 Commercial disputes

We will not pay a claim arising from any commercial dispute between **you** and **your** business partners or business associates, including any reseller, distributor, original equipment manufacturer, third party sales agent, systems integrator or joint venture partner, but only to the extent that the claim is based upon

- commission or royalty, or any other term upon which such partner or associate is to be compensated in connection with doing business with **you**, or any compensation or remuneration promised or owed by **you** pursuant to those terms, or
- **your** decision to cease doing business with such a partner or associate.

21 Cyber and data risks

We will not pay for a loss insured under the cyber and data risks section of cover (if purchased) or which would be insured under that section of cover but for the operation of any **limit**, **excess**, exclusion or condition.

22 Cyber liability

We will not pay **you** for any actual or alleged loss or legal liability arising in any way from any actual or alleged

- **cyber incident**
- the transmission of a **computer virus**
- recovering or reconstituting data

23 Coronavirus

We will not pay **you** for any loss that is caused by or arises in any way from

- Coronavirus (COVID-19)
- severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- a mutation or variation of SARS-CoV-2
- a threat, fear or likelihood of infection with any of the above

Conditions that apply to this section of cover

If **you** breach the following condition this may result in **your** claim not being covered or a reduction in the amount payable.

Calibration procedures and maintenance

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

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form. **We** have listed these in alphabetical order.

Document means

- all documents other than
    - stamps
    - currency
    - coins
    - bank notes and bullion
    - travellers cheques
    - cheques
    - postal orders
    - money orders
    - securities
    - negotiable instruments

  and documents of the same kind.
- separable program, instruction or data for physical incorporation into any computer system

that belong to **you** or for which **you** are legally responsible and are in **your** custody or control (or someone else entrusted by **you**) in the course of **your professional services**.

Employee means any person (other than a director of **yours**) who is (or was or who may be in the future):

- under a contract of service or apprenticeship with **you**, or
- under any work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**, or
- self-employed persons

and who are working for **you** under **your** direct control in connection with the **professional services**.

Excess means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.

Injury means

- bodily injury
- mental injury

- emotional distress
- shock
- sickness
- disease, or
- death.

Insured, you, your, yours means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule.

In the event of the death, incompetency, incapacity, bankruptcy or insolvency of any natural person named as this policyholder or partner or former partner of this policyholder then it also means

- the estate, and/or
- the heirs, and/or
- the legal representatives (including anyone to whom their rights or liabilities have been legally transferred or anyone appointed to act for them)

of the person or partner concerned.

In addition, if **you** request **us** to, **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are:

- any director or member of **yours,** or
- any **employee**.

Limit means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

Product means any goods or products, including

- their containers
- labelling and instructions provided for the goods or products

which are

- sold
- supplied
- processed
- installed
- serviced
- repaired
- altered
- treated, or
- renovated

by **you** or on **your** behalf.

Professional services means

- those services performed by **you** or on **your** behalf in connection with **your business** that **you** have told **us** about and which **we** have confirmed are acceptable to **us** for the purpose of this insurance,
- advertising, publicity or promotional material for the purpose of **your business**.

Public relations response service means public relations specialist services that **we** provide.

Retroactive date means either

- the date when this section of cover was first incepted, or
- where equivalent cover to that provided under this section of cover has been continuously maintained immediately prior to the inception of this section of cover, then it means the date that applied to that equivalent cover.

Public relations response service

This is available to all policyholders who have purchased this section of cover. In the event of a claim, this provides access to a specialist public relations organisation, The Counsel House, to help manage situations where there is a risk of adverse press, publicity or media attention, following a claim under subsection of cover a (civil liability).

How to access the public relations response service

Please contact our claims team for details of how to access this service.

Telephone: 0345 355 2227 (available Monday – Friday, 9.00am – 5.00pm)

Email: claimsuk@markelintl.com

Public Liability

What is covered

a **Public liability**

We will pay **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** for

- **injury** to any person
- loss or damage to material property
- libel, slander or defamation
- wrongful arrest, imprisonment or eviction of any person
- wrongful accusation of shoplifting
- trespass, nuisance or any interference with right of way, by foot, air or water.

occurring during the period of insurance shown in the policy schedule within the **United Kingdom** and happening in connection with **your business.**

We will not pay a claim under this subsection of cover (public liability) which arises from a **product**.

How much we will pay

The most **we** will pay for any claim or series of claims arising from the same original cause is the **limit**.

In addition

- **we** will pay **your costs and expenses** resulting from the claim, however, if **your** legal liability is greater than the **limit** then the amount **we** will pay in respect of **cost and expenses** will be proportionally reduced.
- **we** will pay **your** solicitor's fees that **we** agree to in writing for
    - **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**
    - **your** representation at a coroner's court or fatal accident inquiry

    provided that the breach, **injury** or death may result in a claim against **you**.

We will not pay the **excess** for any legal liability arising from loss or damage to material property. This must be paid by **you**. The **excess** applies to **your** legal liability for damages and **costs and expenses** in respect of each claim or series of claims arising from the same original cause**.**

b **Products liability**

We will pay **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** for

- **injury** to any person
- loss or damage to material property

occurring anywhere in the world during the period of insurance shown in the policy schedule caused by the nature or condition of any **product** initially sold or supplied by **you** from within the **United Kingdom**.

How much we will pay

The most **we** will pay for all claims in total in the period of insurance shown in the policy schedule shall not exceed the **limit**.

In addition

- **we** will pay **your costs and expenses** resulting from the claims, however, the most we will pay in the period of insurance shown in the policy schedule for all claims plus all **costs and expenses** is the **limit.**
- **we** will pay **your** solicitor's fees that **we** agree to in writing for
    - **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**
    - **your** representation at a coroner's court or fatal accident inquiry

    provided that the breach or death may result in a claim against **you**.

c Compensation for court attendance

If at **our** request

- any director or partner of **yours**, or
- any **employee**

attends a court as a witness in connection with a claim **we** will pay you the following amounts:

- for any director or partner £500 per day
- for any **employee** £250 per day

for each day on which attendance is required.

d 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

- the Health and Safety at Work Act 1974, or
- the Health and Safety at Work (Northern Ireland) Order 1978, or
- 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 shown in the policy schedule**.**

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.

How much we will pay

The most **we** will pay for all **costs and expenses** in total in the period of insurance shown in the policy schedule is £250,000. This amount is inclusive of and not additional to the amount **we** will pay under

- a public liability, and
- b products liability.

We will not pay **you** if the proceedings relate to the health, safety and welfare of an **employee**.

e Extensions to the public liability cover

The public liability section of this policy is extended to include the following

1 Indemnity to principal

We will at **your** request pay any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions.

However, **we** will only pay the principal if

- **you** would have been entitled to payment under section of cover (public liability) had the claim been made against **you**
- the principal observes, fulfils and is subject to the terms, conditions and exclusions of this policy in the same way as **you** are.

2 Damage to hired or rented premises

Despite exclusion 10 (property damage) of this section of cover, **we** will pay **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from loss or damage to premises and/or the premises' fixtures and fittings where premises are hired or rented by **you** for the purpose of **your business**.

We will not pay the first £100 of the damages and costs or **costs and expenses** unless the loss or damage results from fire or explosion. This must be paid by **you**.

We will not pay for **your** legal liability arising from a tenancy agreement or any other agreement other than for any legal liability **you** would have had, had **you** not entered into the agreement.

3 Defective premises act.

We will pay **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from a breach of

- section 3 of the Defective Premises Act 1972, or
- section 5 of the Defective Premises (Northern Ireland) Order 1975, or
- any legislation amending or re-enacting the above

in connection with premises which **you** have disposed of.

We will not pay for the cost of rectifying any damage or defect in the premises disposed of.

4 Use of motor vehicles that don't belong to you (motor contingent liability)

Despite exclusion 11 (motor vehicles or vessels) of this section of cover, **we** will pay **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from the use of any motor vehicle being used for the purpose of **your** business and which is

- not **your** property, and/or
- not provided by **you**.

We will not pay for

- any damage to the vehicle or any property on or in the vehicle,
- any liability resulting from the vehicle being driven by anyone other than an **employee**
- where the vehicle is being used outside of the **United Kingdom**.

5 Overseas liability

The cover provided by this section of cover (public liability) is extended to include non-manual work undertaken anywhere in the world.

The cover provided by this section of cover (public liability) is also extended to include **you** in a personal capacity whilst **you** are outside of the **United Kingdom** in connection with **your business** but only in respect of **injury** and/or loss or damage to material property.

Despite exclusion 8 (legal action) of this section of cover, if an action for damages is brought in a court of law within the jurisdiction of the United States of America or Canada then the most **we** will pay **you** in respect of

- **your** legal liability for damages and costs awarded against **you**, plus
- **costs and expenses**

is the **limit**.

We will not pay **your** legal liability arising from the ownership of any land or buildings.

6 Where there is more than one insured (cross liabilities)

If the **insured** comprises more than one person or entity then the cover provided by this section of cover (public liability) shall be interpreted as if a separate policy had been issued to each person or entity.

However, irrespective of the number of **insureds**, the total amount payable by **us** in respect of all **insureds** shall not exceed the **limit**.

7 Member to member liability

If any member of **your**

- canteen, social, sports or welfare organisations, or
- fire, ambulance, first aid, medical or security services

brings an action for damages against any other member then **we** will pay the member against whom the action is brought in the same way that **we** would pay **you** if the action had been brought against **you**.

However, **we** will only pay the member if they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are.

We will not pay the member if they are entitled to payment under any other insurance.

For the purpose of this extension **we** will regard any guest or voluntary helpers as members.

f Extensions to the products liability cover

The products liability section of this policy is extended to include the following:

1 Consumer protection and food safety

We will pay for **costs and expenses** arising from the defence of any claim made against **you** which arises from a breach of

- part II of the Consumer Protection Act 1987, or
- sections 7, 8, 14 and/or 15 of the Food Safety Act 1990, or
- any legislation amending or re-enacting the above

committed or allegedly committed in the course of **your business** during the period of insurance shown in the policy schedule including **costs and expenses** in an appeal against conviction.

We will not pay where **your** legal liability arises from **your**, wilful, reckless or intentional disregard of **your** duties under these Acts.

2 Product to product liability

Despite exclusion 17 (products) of this section of cover, **we** will pay **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from loss or damage to a **product** after it has left **your** charge or control

- caused by another **product** supplied, installed or fitted by **you** or on **your** behalf under a separate contract, or

- when **you** are engaged in any operation not connected with the supply, installation or fitting of the original **product**.

What is not covered (exclusions)

1 Fines and penalties

We will not pay a claim for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- Contamination due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

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

4 Confiscation etc

We will not pay for a loss that is otherwise covered under this policy if the loss is caused by or arises from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

5 Electronic data

We will not pay a claim

- for physical loss, destruction, damage, distortion, erasure, corruption or alteration of **electronic data** from any cause, other than when caused by fire or explosion
- for loss of use, reduction in functionality, cost or expense of whatever nature, resulting from destruction, damage, distortion, erasure, corruption or alteration of **electronic data**.

6 Mould

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from **mould** or a **mould event**.

7 Other insurance

We will not pay for a loss where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

8 Legal action

We will not pay for a loss

- where the claim is brought in a court of law outside the jurisdiction of the applicable courts shown in the policy schedule for this section of cover, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgment.

9 Employers liability

We will not pay a claim where **your** legal liability arises from

- **injury** to any **employee** that results from their employment by **you,** or
- a breach of any obligation **you** owe as an employer to any **employee** or prospective **employee**.

10 Property damage

We will not pay a claim where **your** legal liability arises from loss or damage to

- property that belongs to **you**, or
- property or that part of any property on which **you** or anyone acting on **your** behalf are or have been working where the loss or damage is a direct result of the work, or
- property that is in **your** charge, custody or control or in the charge, custody or control of an **employee**, other than
    - the personal property of **your** directors, partners, visitors or **employees**, or
    - premises (including fixtures, fittings and contents) that are not owned, hired or rented by **you** but are temporarily occupied by **you** for the purpose of **your business**.

11 Motor vehicles or vessels

We will not pay a claim where **your** legal liability arises from the ownership, possession or use by **you** or on **your** behalf of

- any mechanically propelled vehicle for which insurance or security is required under road traffic legislation, however, this exclusion shall not apply

- when the vehicle is being used as a tool of trade (other than if compulsory insurance is required under road traffic legislation)
- to the loading or unloading of the vehicle or the delivery or collection of goods to or from the vehicle
- if the vehicle does not belong to **you** and is moved because it is interfering with the performance of **your business** (unless it is more specifically insured by another insurance policy when this exclusion will apply)

- anything that is made or intended to travel through water or air, however, this exclusion shall not apply to hand propelled watercraft of up to 8 metres in length when used on inland waterways.

12 Professional services

We will not pay a claim where **your** legal liability arises from

- advice, and/or
- design, and/or
- specification

given or supplied for a fee or where a fee would normally be charged.

13 Clause 21.2.1 insurance (JCT standard form of building contract)

We will not pay a claim for damage to property if **you** are required to arrange insurance under the terms of

- clause 21.2.1 of the 1980 edition of the Joint Contract Tribunal conditions of contract, or
- any later version or substitution of the above, or
- any other contract that requires **you** to obtain similar insurance.

14 Pollution

We will not pay a claim where **your** legal liability arises from

- **pollution**, and/or
- the cost of removing, treating or cleaning up the **pollution**.

However, **we** will pay the claim if the **pollution** occurs anywhere other than the United States of America and/or Canada (including any dependency or trust territory) and provided:

- the **pollution** is caused by a sudden identifiable unintended and unexpected incident
- the incident takes place in its entirety at a specific time and place during the period of insurance shown in the policy schedule.
- all **pollution** arising from the incident shall be regarded as having taken place at the time of the incident.
- all **pollution** arising from the incident shall be regarded as one incident irrespective of the number of **periods of insurance** over which the **pollution** occurs.

The most **we** will pay for damages arising out of all **pollution** regarded as having occurred during any one period of insurance shown in the policy schedule shall not exceed the **limit**.

15 Asbestos

We will not pay a claim where **your** legal liability arises from the

- manufacture
- mining

- processing
- distribution
- testing
- remediation
- removal
- storage
- disposal
- sale
- use of, or
- exposure to

asbestos or materials or products containing asbestos.

16 Joint ventures

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; **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.

17 Products

We will not pay a claim

- for the cost repair, alteration, removal, recall or replacement of a **product** or for the cost of its reduction in contract value.
- where **you** know that the **product** will used in any aircraft or aerial device.
- where **you** know the **product** will be used in the petrochemical industry.
- where **you** know the **product** is exported to Canada or the United States of America or any dependency or trust territory.

18 Contractual liability (public liability)

We will not pay a claim under subsection of cover a (public liability) for any legal liability that results from an agreement that **you** have entered into if **your** liability is increased beyond that applicable in the absence of the agreement.

However, this exclusion will not apply if **we** are given the management and control of the claim**.**

19 Contractual liability (products liability)

We will not pay a claim under subsection of cover b (products liability) for any legal liability that results from an agreement that **you** have entered into if **your** liability is increased beyond that applicable in the absence of the agreement.

However, this exclusion will not apply where the liability arises out of a condition of warranty of goods implied by law.

20 Cyber liability

We will not pay **you** for any loss or legal liability caused by or arising in any way from any actual or alleged unauthorized acts (including malicious acts) which result in access to, disruption of, or any failure of any

computer equipment or other equipment or component or system or item which processes, stores or receives electronic data

21 Coronavirus

We will not pay **you** for any loss that is caused by or arises in any way from

- Coronavirus (COVID-19)
- severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- a mutation or variation of SARS-CoV-2
- a threat, fear or likelihood of infection with any of the above

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form. We have listed these in alphabetical order.

Business. In addition to the meaning given under the section 'words with special meanings throughout this policy' **business** also means

- **your** ownership, occupation and maintenance of land and buildings
- the provision and management of canteen, social, sports and welfare organisations for the benefit of **employees**
- the provision and management of ambulance, first aid and medical services for the benefit of **employees**
- the provision and management of fire and security services for the protection of premises owned or occupied by **you**
- private duties undertaken by an **employee** for **you** or, with **your** consent, for any director or partner of **yours** or any **employee**.

Employee means any person (other than a director of **yours)** who is or was, or who may become at some time in the future

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to **you,** or
- hired in or borrowed by **you**, or
- a self-employed person

and who is working for **you**

- under **your** direct control in connection with **your business**, and
- they are normally resident in the **United Kingdom**.

Excess means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.

Injury means

- bodily injury
- mental injury
- emotional distress
- shock
- sickness
- disease, or
- death.

Insured, you, your, yours means

- the person or persons, and/or

- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule, and/or

- the estates, heirs or legal representatives of any natural person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against this policyholder.

In addition, if **you** request us to, **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are:

- any director or member of **yours,** or
- any **employee**, and
- any officer or member of **your** canteen, social, sports or welfare organisations, fire, ambulance, first aid, medical or security services (but only whilst they are acting in their capacity as an officer or member of the above organisations or services).

Limit means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

Product means

- any goods or products
- the containers, labelling and instructions provided in connection with the goods or products

that are:

- sold
- supplied
- processed
- installed
- serviced
- repaired
- altered
- treated, or
- renovated
- by **you** or on **your** behalf

Employers Liability

*The cover provided by this section is considered to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in the **United Kingdom**.*

What is covered

a Employers liability

We will pay **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from **injury** sustained by any **employee** whilst employed in or temporarily outside the **United Kingdom.**

Provided always that

- the **injury** is caused during the period of insurance shown in the policy schedule
- the **injury** arises out of and in the course of the **employee's** employment by **you** in connection with **your business**
- the action for damages is brought against **you** under the jurisdiction of a court within the **United Kingdom**

We will also pay

- **your costs and expenses** resulting from the claim
- **your** solicitor's fees that **we** agree to in writing for
    - **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**
    - **your** representation at a coroner's court or fatal accident inquiry

    provided that the breach or death may result in a claim against **you**.

How much we will pay

The most **we** will pay for any claim or series of claims arising from the same original cause is the **limit**.

b Compensation for court attendance

If at **our** request

- any director or partner of **yours**, or
- any **employee**

attends a court as a witness in connection with a claim **we** will pay you the following amounts:

- for any director or partner £500 per day
- for any **employee** £250 per day

for each day on which attendance is required.

c 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

- the Health and Safety at Work Act 1974, or

- the Health and Safety at Work (Northern Ireland) Order 1978, or
- 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 shown in the policy schedule**.**

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.

How much we will pay

The most **we** will pay for all **costs and expenses** in total in the period of insurance shown in the policy schedule is £250,000. This amount is inclusive of and not additional to the amount **we** will pay under subsection of cover a (employers liability).

We will not pay **you** if the proceedings relate to the health, safety and welfare of anyone other than an **employee**.

d Unsatisfied court judgments

We will at **your** request pay an **employee** or their personal representative the amount of any award following a judgment which has been obtained for **injury** against any company, partnership or person operating from premises within the **United Kingdom** and which remains unpaid six months after the date of the judgment.

Provided always that

- there is no appeal outstanding
- the **injury** was sustained during the period of insurance shown in the policy schedule by the **employee** whilst working in connection with **your business**
- the judgment was obtained in a court within the jurisdiction of the **United Kingdom**
- the **employee** or their personal representative assigns the judgment to **us**

How much we will pay

We will only pay the amount of the award that remains outstanding.

e Indemnity to principal

We will at **your** request pay any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions.

However, **we** will only pay the principal if

- **you** would have been entitled to payment under this section of cover had the claim been made against **you**
- the principal observes, fulfils and is subject to the terms, conditions and exclusions of this policy in the same way as **you** are.

What is not covered (exclusions)

1 Fines and penalties

We will not pay a claim for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

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

4 Confiscation etc

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

5 Other insurance

We will not pay for a loss where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance **we** will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

Conditions that apply to this section of cover

1 Certificate of employers liability

If the cover provided by this section of cover is cancelled then any certificate of Employers Liability Insurance issued under this policy is similarly cancelled from the same date.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Business. In addition to the meaning given under 'words with special meanings that apply throughout this policy (general definitions)' **business** also means

- **your** ownership, occupation and maintenance of land and buildings
- the provision and management of canteen, social, sports and welfare organisations for the benefit of **employees**
- the provision and management of ambulance, first aid and medical services for the benefit of **employees**
- the provision and management of fire and security services for the protection of premises owned or occupied by **you**
- private duties undertaken by an **employee** for **you** or, with **your** consent, for any director or partner of **yours** or any **employee**.

Employee means any person who is or was, or who may become at some time in the future

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to **you,** or
- hired in or borrowed by **you**, or
- a self-employed person

and who is working for **you**

- under **your** direct control in connection with **your business**, and
- normally resident in the **United Kingdom**.

Injury means

- bodily injury
- mental injury
- emotional distress
- shock
- sickness
- disease, or
- death.

Insured, you, your, yours means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule, and/or

- the estates, heirs or legal representatives of any natural person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against this policyholder.

In addition, if **you** request us to, **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are:

- any director or member of **yours**
- any **employee**
- any officer or member of **your** canteen, social, sports or welfare organisations, fire, ambulance, first aid, medical or security services (but only whilst they are acting in their capacity as an officer or member of the above organisations or services).

Limit means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule

Professional services means

- those services performed by **you** or on **your** behalf in connection with **your business** that **you** have told **us** about and which **we** have confirmed are acceptable to **us** for the purpose of this insurance,
- advertising, publicity or promotional material for the purpose of **your business**.

Public relations response service means public relations specialist services that **we** provide.

Retroactive date means either

- the date when this section of cover was first incepted, or
- where equivalent cover to that provided under this section of cover has been continuously maintained immediately prior to the inception of this section of cover, then it means the date that applied to that equivalent cover.

Public relations response service

This is available to all policyholders who have purchased this section of cover. In the event of a claim, this provides access to a specialist public relations organisation, The Counsel House, to help manage situations where there is a risk of adverse press, publicity or media attention, following a claim under subsection of cover a (civil liability).

How to access the public relations response service

Please contact our claims team for details of how to access this service.

Telephone: 0345 355 2227 (available Monday – Friday, 9.00am – 5.00pm)

Email: claimsuk@markelintl.com

Fee dispute helpline

This is available to all policyholders and provides access to a dedicated team of specialist solicitors at Markel Law LLP who provide a free helpline service in dealing with outstanding fees. **You** can contact the helpline for legal guidance and support on debt recovery issues such as:

- the merits of **your** claim to pursue the debt
- the potential for a counterclaim to be brought if the recovery action is pursued and the implications that this could have for **your business**
- pre-action correspondence sent to the debtors on **your** behalf to seek recovery of the debt
- where necessary, advice on options to enforce any judgment obtained.

How to access the fee dispute helpline

Telephone: 0330 0139 946

(available Monday – Friday, 9.00am – 5.30pm)

Email: RAMKLDebtRecoveryMarkelLaw@markel.com

Information required

- policyholder name
- policy number

contact details

Property Damage

What is covered

a **Damage to property**

If the **property**, or any part of the **property** is **damaged** during the period of insurance shown in the policy schedule, **we** will, at **our** option**,** either

- pay **you** the value of the **property** at the time of the **damage**, or
- repair, restore or replace the **property** or any part of the **property** that was **damaged**.

However, unless the **property** is a **building**, **we** will only pay **you** if the **property** is **damaged** within the **buildings** at the **premises**.

How much we will pay

The most **we** will pay in the period of insurance shown in the policy schedule will not exceed

- in respect of **property**, the sum insured shown in the policy schedule for that **property**
- in respect of all **damage** in total, the overall sum insured shown in the policy schedule.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage** at each separate **premises**.

Basis of settlement

In the event of **damage** to **property** other than

- stock, rent, motor vehicles (including their accessories and equipment)
- employee's, director's, partner's, customer's and visitors cycles, tools and other personal effects

we will calculate the amount **we** will pay **you** on a **reinstatement** basis, provided that:

- where the work or **reinstatement** is carried out at another site and/or in any way suitable to meet your requirements **we** will not pay **you** for any resulting increase in the cost of the work or **reinstatement**.
- in respect of **property** that is only partially **damaged we** will not pay **you** more than **we** would have done had it been totally destroyed.
- **we** will not pay **you** anymore than **we** would have done if settlement was not on a **reinstatement** basis
    - unless **reinstatement** starts and continues without unreasonable delay
    - until the cost of **reinstatement** has actually been incurred
    - if the **property** at the time of the **damage** is insured by **you** or on **your** behalf under any other insurance which is not on the same basis of **reinstatement.**

If at the time of **damage** the sum insured shown in the policy schedule for the **property** is less than 85% of the full cost of **reinstatement** of the **property** then the amount **we** will pay **you** will be reduced in the same proportion.

In respect of all other claims for **damage** to **property**, **we** will settle **your** claim on an **indemnity** basis.

Automatic increase in sums insured

The cover provided by this section of cover extends to include

- newly erected buildings, extensions and alterations
- newly acquired **office contents**

- newly acquired **computer equipment**
- inflationary increases in the value of the **buildings**, **office contents** and/or **computer equipment** (but only if the sum insured shown in the policy schedule for the **buildings**, **office contents** and/or **computer equipment,** at the start of the period of insurance shown in the policy schedule, is not less than their value)

but only for an amount not exceeding

- in respect of **buildings**, 25% of the sum insured or £50,000, whichever is the least, and/or
- in respect of **office contents** and/or **computer equipment**, 15% of their respective sums insured or £10,000 in total, whichever is the least.

Applying average

If, at the start of the **damage**, the sum insured shown in the policy schedule for the **property** is less than the value of the **property** then the amount that **we** will pay **you** will be reduced in the same proportion.

This clause will not apply if the amount **we** will pay **you** is calculated on a **reinstatement** basis.

Restoring the sums insured

Following **damage** which is insured under this section of cover the **sums insured** will be automatically restored to their original amount from the date of the **damage**, provided that **you**

- pay any additional premium **we** may require
- comply with any reasonable recommendations **we** may make to prevent further **damage**.

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.

Non-invalidation

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

- **you** tell **us** immediately **you** become aware of it, and
- pay any additional premium **we** may require, and
- comply with any additional terms **we** may require.

Interested parties

The interest is noted of

- mortgage lenders in the **building**, and/or
- suppliers of **property** to **you** under a hiring, leasing or similar agreement

provided that, in the event of **damage** to the **building** and/or **property you** tell **us** the nature and extent of that interest.

European Community and public authorities

We will pay the additional cost of **reinstatement** of **damaged buildings** and/or **office contents** that **you** become subject to solely because of the necessity to comply with the requirements of

- European Community legislation, or
- building or other regulations under any Act of Parliament or public authority bye-laws in respect of the **damaged** or undamaged portions of the **property**.

Provided that

- the work of **reinstatement** is commenced and carried out without unreasonable delay and, in any event, be completed within 12 months after the **damage** or any longer period that **we** may agree with **you** in writing.

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

- for those additional costs in complying with the requirements
    - in respect of **damage** occurring prior to the period of insurance shown in the policy schedule
    - in respect of **damage** not insured by this section of cover
    - where notice was served upon **you** prior to the **damage** taking place
    - where there is an existing requirement which has to be implemented within a given period
    - in respect of **property** where the **damage** is not covered by this section of cover
- the additional cost that would have been required to make good the **damaged** property to a condition equal to its condition when new had the necessity to comply with requirements not arisen.
- for the amount of any charge or assessment that arises from capital appreciation which is payable in respect of the **property** following compliance with the requirements.

If the requirements mean that the **reinstatement** is carried out, either in whole or in part, on another site **we** will not pay **you** more than **we** would have done had the **reinstatement** been carried out at the **premises**.

b Professional fees

We will pay **you** for reasonable and necessary

- architect's
- surveyor's
- consulting engineers'
- legal, and
- other professional fees

for repairing, restoring or replacing the **property** following **damage** to the **buildings** and/or **office contents**

However, **we** will not pay for any fees for preparing any claim or request for payment under this section of cover.

How much we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for

- these fees, and
- the **damage** to the **buildings,** and/or **office contents**

will not exceed the sum insured shown in the policy schedule for the **buildings** and/or **office contents** as appropriate.

c Grounds of the premises

We will 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**.

How much we will pay

The total amount **we** will pay for all these costs during the period of insurance shown in the policy schedule will not exceed £5,000.

d Debris removal

We will pay **you**, subject to **our** prior consent, for the cost of

- removing debris
- dismantling and/or demolishing
- shoring up or propping

of the portion or portions of the **buildings**, **office contents** and **computer equipment** as a result of **damage.**

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

We will not pay **you** for any costs for removing debris except from the site of the **property damaged** and the area immediately adjacent to the site.

We will not pay **you** for any costs that arise from **pollution** or contamination of any property that is not insured by this section of cover.

How much we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for

- these costs, and
- the **damage** to the **buildings** and/or **office contents** and/or **computer equipment**

shall not exceed the sum insured shown in the policy schedule for the **buildings** and/or **office contents** and/or **computer equipment** as appropriate.

e Temporary removal

We will pay **you** for **damage** to **property** occurring during the period of insurance shown in the policy schedule whilst the **property** is temporarily removed for cleaning, renovation, repair or similar purposes to anywhere in the **United Kingdom**.

We will also pay **you** if the **property** is **damaged** whilst in transit by road or rail from and to **your premises** and where it is to be cleaned, renovated or repaired.

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

- the **property** is removed to a location that is occupied by **you**
- the **property** is **damaged** by storm or flood whilst in the open or in transit.

How much we will pay

The most **we** will pay **you** is 15% of the sum insured shown in the policy schedule for the **property damaged**.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

f Temporary removal of computer system records

We will pay **you** for **damage** to computer system records occurring during the period of insurance shown in the policy schedule whilst they are temporarily removed to anywhere in the **United Kingdom**.

We will also pay **you** if the computer system records are **damaged** whilst in transit by road or rail from and to **your premises** and their place of temporary removal.

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

- the computer system records are removed to a location that is occupied by **you**
- the computer system records are **damaged** by storm or flood whilst in the open or in transit.

How much we will pay

The most **we** will pay **you** in the period of insurance shown in the policy schedule is £1,000.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

g Loss of documents

We will 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 shown in the policy schedule.

Exclusion 28 (unexplained shortages) of this section of cover shall not apply to these costs.

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 data for use in any computer or other electronic data processing device, equipment or system which occurs other than through its physical destruction or **damage**.

How much we will pay

The total amount **we** will pay for all these costs during the period of insurance shown in the policy schedule will not exceed £10,000.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

h Additional metered water charges

We will pay **you** the cost of additional metered water charges which **you** have to pay as a result of the accidental escape of water from tanks, apparatus or pipes at the **premises.**

However, **we** will only pay **you** if **you** keep a weekly record of readings from the water company's meter.

We will not pay **you** if the tanks, apparatus or pipes from which the water escapes are in an **unoccupied building**.

How much we will pay

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 previous period. **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 total amount **we** will pay for all these costs during the period of insurance shown in the policy schedule will not exceed £5,000.

i Computer breakdown

Despite exclusions 10 (electronic data) and 11 (mechanical or electrical breakdown) of this section of cover, if **your computer equipment** breaks down caused by an electrical or mechanical malfunction, failure or derangement (whether or not accompanied by visible damage to or physical breaking of any parts) during the period of insurance shown in the policy schedule **we** will, at **our** option**,**

- pay **you** the value of the **computer equipment** at the time of the breakdown, or
- repair, restore or replace the **computer equipment** or any part of the **computer equipment** that has broken down, or
- pay you the costs incurred in the reconstitution of any data stored on **your computer equipment** needed in order to continue **your business.**

We will not pay **you**

- if the breakdown is a result of gradual deterioration, wear and tear, inherent defect or a **computer virus**
- if the **computer equipment** is more than 10 years old from the date of manufacture
- if **you** have not taken all reasonable steps to make back-up copies of all data at least once a week and retained copies
- if the **computer equipment** is not maintained, serviced or updated in accordance with the manufacturers recommendations.

How much we will pay

The total amount **we** will pay during the period of insurance shown in the policy schedule will not exceed £5,000

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of breakdown.

j Exhibitions

If the **property**, or any part of the **property** is **damaged** during the period of insurance shown in the policy schedule whilst it is at any exhibition in the **United Kingdom** (including whilst being erected or dismantled) **we** will, at **our** option**,** either

- pay **you** the value of the **property** at the time of the **damage**, or
- repair, restore or replace the **property** or any part of the **property** that was accidentally **damaged**.

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

- if the **property** is **damaged** whilst at any premises that are owned or occupied by **you**
- if the **damage** is covered under any other policy or contract of insurance.

How much we will pay

The total amount **we** will pay for all **damage** to all **property** at any one exhibition is £5,000.

The total amount **we** will pay for **damage** to any one item is £1,000.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

k Replacement of locks

We will pay **you** the cost of replacing locks of the **building** following the theft of keys from

- the **building**, or
- **your** home, or

- the home of any of **your** directors, partners or **employees**.

Exclusion 15 (theft) of this section of cover shall not apply to this cover.

How much we will pay

The most **we** will pay for the cost of replacing locks following any one instance of theft of keys is £1,000.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of theft of keys.

What is not covered (exclusions)

1 Fines and penalties

We will not pay **you** for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

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

4 Confiscation etc

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

5 Mould

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from **mould** or a **mould event**.

6 Other insurance

We will not pay **you** more than **our** proportionate share if the **damage** is covered by any other insurance.

7 Wear and tear

We will not pay **you** for any **damage** caused by

- wear and tear
- the action of light or atmosphere
- moths, vermin or insects
- any process of cleaning, dyeing, restoring, adjusting or repairing
- corrosion, dampness, dryness, wet or dry rot
- marring, scratching, bruising, deterioration.

8 Defective workmanship

We will not pay **you** for any **damage** caused by faulty or defective workmanship, operational error or omission by **you** or any **employee.**

9 Fraud or dishonesty of employees

We will not pay **you** for any **damage** caused by fraud or dishonesty of **employees**.

10 Electronic data

We will not pay **you** for any loss destruction, **damage**, distortion, erasure, corruption, failure, interruption, seizure, alteration, error or omission in any way involving a **cyber incident** from any cause (including **computer virus** or ransomware) or any resulting loss of use, reduction in functionality, cost, or expense, of whatever nature, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, destruction, damage, distortion, erasure, corruption failure, interruption, seizure, alteration, error or omission.

This exclusion does not exclude physical loss, destruction, damage, distortion, erasure, corruption or alteration directly caused by fire or explosion

11 Mechanical or electrical breakdown

We will not pay **you** for any **damage** resulting from mechanical or electrical breakdown or derangement or from adjustment, maintenance or repair.

12 Pollution

We will not pay **you** for any **damage** caused by **pollution** other than **damage** caused by

- **pollution** which results from a **specified event**

- a **specified event** which results from **pollution**.

13 Subsidence

We will not pay **you** for any **damage** caused by **subsidence**

- to yards, car parks, roads, pavements, walls, gates or fences at the **premises** unless the **buildings** at the **premises** are **damaged** at the same time by the same cause.
- which results from
  - demolition. construction, structural alteration or repair of any property
  - groundworks or excavations at the **premises**
- to any **property** situated within the Isle of Wight.

14 Settlement and bedding down

We will not pay **you** for any **damage** caused by

- the normal settlement or bedding down of new structures
- the settlement or movement of made-up ground
- coastal or river erosion.

15 Theft

We will not pay **you** for any **damage** caused by theft or attempted theft

- by any person who is lawfully on the **premises**
- by deception
- from any outbuilding

unless the theft or attempted theft involved entry to or exit from the **buildings** by forcible and violent means.

We will not pay **you** for any **damage** caused by theft or attempted theft

- to **property** in any yard, car park, open space or open sided building
- while the **building** is **unoccupied**
- by, helped, or brought about by **you**, any member of **your** family, or any director, partner or **employee** of **yours**.

However, this exclusion shall 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 any director, partner or **employee** of **yours**.

16 Collapse

We will not pay **you** for **damage** to the **building** caused by its own collapse or cracking unless it results from a **specified event**.

17 Damage to fences, gates and moveable property

We will not pay **you** for any **damage** to fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust.

18 Damage to roads, paths and pavements etc

We will not pay **you** for any **damage** to any yard, car park, road, pavement or path caused by weight, vibration or vehicles.

19 Unoccupied premises

We will not pay **you** for any **damage** to **unoccupied buildings** caused by

- freezing
- the escape of water from any tank, apparatus or pipe
- the escape of oil from any heating installation
- malicious persons (who are not acting on behalf of or in connection with any political organisation) unless this results in fire or explosion.

20 Fixed glass and sanitary ware

We will not pay **you** for any **damage** to fixed glass and sanitary ware

- which was broken or **damaged** before the beginning of the period of insurance shown in the policy schedule
- in an **unoccupied building**.

21 Valuable and fragile property

We will not pay **you** for any **damage** to

- jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books
- property in transit
- money, cheques, stamps, bonds or credit cards

unless the **damage** is caused by a **specified event**.

We will not pay **you** for any **damage** to

- securities of any description
- glass (other than fixed glass), china, earthenware (other than fixed sanitary ware), marble or other fragile or brittle objects unless the **damage** is caused by a **specified event** or theft or attempted theft.

22 Vehicles

We will not pay **you** for any **damage** to vehicles and their accessories and equipment, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

23 Contract works

We will not pay **you** for any **damage** to

- the permanent and/or temporary works forming part of any contract for the maintenance, repair, renovation, refurbishment, alteration, rebuilding or similar of the **buildings** and/or
- materials for incorporation in the permanent and/or temporary works.

24 Land, roads, pavements etc

We will not pay **you** for any **damage** to land, roads, pavements, piers, jetties, bridges, culverts or excavations.

25 Livestock, crops or plants

We will not pay **you** for any **damage** to

- livestock, growing crops, lawns, or
- trees, shrubs and plants.

However, this exclusion shall not apply to trees, shrubs and plants that are used for ornamental purposes if the **damage** is caused by a **specified event** and they are:

- contained within the **buildings**, and
- do not form part of **your office contents**.

26 Marine insurance

We will not pay **you** where **you** have a right to payment under any marine policy (or would have had if **you** didn't have the cover provided under this policy).

However, **we** will contribute in excess of the payment provided by that marine policy (or which would have been provided if **you** didn't have the cover provided under this policy).

27 Property more specifically insured

We will not pay **you** for any **damage** to **property** that **you** have more specifically insured or has been more specifically insured on **your** behalf.

28 Unexplained shortages

We will not pay **you** for **damage** caused by or consisting of unexplained disappearance or inventory shortage, misfiling or misplacing of information.

29 False pretence

We will not pay **you** for any **damage** caused by **you** voluntarily parting with the title or possession of any **property** if induced by any fraudulent scheme, trick, devise or false pretence.

30 Component self-ignition

We will not pay **you** for any **damage** to any component of any dynamo, electric motor or other electrical plant installation, apparatus or conductor caused by its own self-heating or self-ignition.

31 Flat roofs

We will not pay **you** for

- any **damage** to flat roof sections of the **property**
- any **damage** resulting from flat roof sections of the **property**

where the flat roof

- has not been adequately maintained, or
- is greater than 10 years old.

32 Alteration

We will not make any payment under this policy if, after the start of the period of insurance shown in the policy schedule, there is any alteration which results in

- an increase in the risk of a claim or **damage**

- **your** interest ceasing other than by a will or the operation of the law
- **your** business being wound up, carried on by a liquidator or receiver or permanently discontinued

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

33 Communicable disease

We will not pay **you** for any loss, clean-up costs, costs of detoxification, removal, monitoring, testing or **damage** in any way caused by or resulting from

- an **infectious or contagious disease**
- any fear or threat of an **infectious or contagious disease** regardless of whether this is actual or perceived
- any action taken to minimise or prevent an **infectious or contagious disease**

Conditions that apply to this section of cover

If **you** breach the following conditions this may result in **your** claim not being covered or a reduction in the amount payable.

1 Unoccupied buildings

It is a condition that **you** notify **us**, without delay, and in writing, when **you** become aware that

- a **building** or any part of a **building** is **unoccupied** or is to become **unoccupied**
- an **unoccupied building** or part of a **building** has become occupied or is to become occupied, giving **us** full details of the purpose for which it is to be used

and that **you** pay any reasonable additional premium **we** may require.

2 Explosion

It is a condition that in respect of **damage** to any vessel, machinery or apparatus (or their contents) caused by an explosion that originates within the vessel, machinery or apparatus, that **you** comply with any statutory regulations that require the vessel, machinery or apparatus to be examined.

3 Security protections

It is a condition that **you** ensure the following security protections (and/or any subsequent protections installed or fitted at **our** request) are in full and proper use at all times when the **premises** are closed for business or left unattended and will be maintained in proper working order throughout the period of insurance shown in the policy schedule

- all external doors (and any internal doors leading to any part of the **buildings** not in **your** sole occupation) to be secured with either
    - if an aluminium door: a cylinder mortice deadlock, or
    - if an armoured plate door: the door manufacturer's locks as supplied, or
    - if a UPVC door: a multi-point locking system incorporating a minimum of 3 deadbolts
    - if any other type of single leaf door
        - where the door thickness is at least 4.5 cm: a five lever mortice deadlock to at least British Standard 3621 together with a 17.5 cm boxed steel striking plate
        - where the door is less than 4.5 cm thick: a deadlocking rim latch keyed into the deadlock position or a mortice deadlock and two key operated security bolts engaging with the door frame and with internal operation only
    - if double leaf doors:
        - the standing leaf secured with internal surface mounted key operated security bolts or concealed flush bolts sited top and bottom engaging with the door frame and the floor, and
        - the final closing leaf secured with either a lock fitted as above dependent on door type or both leaves fitted with a coach-bolted locking bar secured with a close shackle padlock (or, if the locking bar is sited internally, either a close or open shackle padlock) having at least five levers
    - if a designated fire door: either
        - a panic bar locking system incorporating bolts which engage both the head and sill of the door frame, or
        - a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.

- all external ground floor and accessible windows and/or skylights are secured with key operated window locks or screwed shut.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Buildings means the **buildings** at the **premises.** The **buildings** must be:

- owned by **you** or occupied either solely by **you** or in part by **you**
- owned or occupied by **you** in connection with **your business** and/or as a private dwelling or offices
- constructed of and roofed with non-combustible materials.

The **buildings** also include:

- landlords fixtures and fitting that are either in or on the **buildings**
- walls, gates and fences, car parks, yards, private roads, pavements and paths that are all on the same **premises** as the **buildings**
- 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
- 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.

Damage/damaged means accidental loss, destruction or damage.

Document means

- all documents other than
    - stamps
    - currency
    - coins
    - bank notes and bullion
    - travellers cheques
    - cheques
    - postal orders
    - money orders
    - securities
    - negotiable instruments

  and documents of the same kind.
- separable program, instruction or data for physical incorporation into any computer system

that belong to **you** or for which **you** are legally responsible and are in **your** custody or control (or someone else entrusted by **you**) in the course of **your business**.

Employee means anyone (other than a director of **yours**) who was (or is or may be in the future)

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to **you** or hired in or borrowed by **you, or**
- self-employed persons

and who are working for **you** under **your** direct control in connection with **your business** and who are normally resident in the **United Kingdom.**

Excess means the first amount of any claim for which **you** are responsible. That amount is:

- £1,000 in respect of **damage** caused by **subsidence**
- £100 in respect of **damage** covered under subsection of cover g (loss of documents)
- £250 in respect of all other **damage**
- £25 in respect of the theft of keys covered under subsection of cover k (replacement of locks).

Indemnity means either

- the value of the **property** at the time of the **damage**, or
- the cost of repairing, restoring or replacing the **property** or any part of the **property** that was **damaged**

Insured/you/your/yours means the person named as the policyholder in the policy schedule.

Office contents means

- stationary, office furniture and machinery
- tenants' improvements and decorations for which **you** are responsible

that are within the **buildings** at the **premises**. (However, **office contents** does not include any item that is insured under the portable equipment section of cover, or which would have been insured but for the operation of any limit, excess, exclusion or condition)

and

- money and stamps, but only for an amount not exceeding £1,000 which is reduced to £500 in respect of theft from anywhere other than from a locked safe
- documents, manuscripts and business books but only for the value of the materials as stationary 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
- 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, and for an amount not exceeding £10,000
- patterns, models, moulds, plans and designs
- **employees'**, directors', partners', customers' and visitors' personal belongings, but only for an amount not exceeding £500 per person
- wines, spirits, cigarettes and tobacco goods kept for entertainment purposes only (and not for sale) but only for an amount not exceeding £500 in total in respect of loss or **damage** by theft

but excluding

- landlord's fixtures and fittings
- vehicles licenced for road use including their accessories and equipment
- property that is more specifically insured.

Premises means the **buildings** together with its land and outbuildings at the address shown in the policy schedule and which are owned or occupied by **you** (or in part by **you**).

Property means property owned by **you** or for which you are legally responsible, shown in the policy schedule and against which a sum insured is shown.

Reinstatement means the carrying out of the following work:

- where the **property** is lost or destroyed
    - the rebuilding of the **property** if a building, or
    - in respect of other **property**, its replacement by similar property

in a condition equal to but not better or more extensive than its condition when new

- where **property** is **damaged**, the repair of the **damage** and the restoration of the **damaged** portion of the **property** to a condition substantially the same as but not better or more extensive than its condition when new.

Specified event means:

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

Subsidence means subsidence, ground heave or landslip.

Unoccupied means unoccupied, untenanted, empty or not in use

Money & Personal Assault

What is covered

a Money

We will pay **you** for loss of **money** within the **United Kingdom**, occurring during the period of insurance shown in the policy schedule, whilst the **money** is

- in transit
- in the custody of collectors (but only for 24 hours from the time of receipt or until the next working day)
- in the **premises**
- in any **private residence**
- on contract or exhibition sites whilst **employees** are working there at the time
- in the night safe or at a bank

We will also pay **you** for the cost of repair or reinstatement of any

- safe
- strongroom
- cash register
- cash carrying case or bag
- franking machine

lost or damaged by theft or attempted theft of **money**.

How much we will pay

The most **we** will pay for each loss of **negotiable money** and **non-negotiable money** is the amount specified in the policy schedule in respect of this section of cover. However, in respect of **negotiable money** only:

- if the loss is
    - from the **premises** out of **working hours** or from any **private residence** when it is not kept in a locked safe or strongroom
    - whilst in the custody of a collector
    - whilst in transit by registered post

  the most **we** will pay for each loss is £500
- if the loss is from any **private residence** when kept in a locked safe or strongroom the most **we** will pay for each loss is £1,000
- if the loss is from the **premises** when kept in a locked safe or strongroom the most **we** will pay for each loss is £2,500

The most **we** will pay in total during the period of insurance shown in the policy schedule for each loss of **money** that results from the fraudulent use of any company credit or debit cards issued in connection with **your business** is the amount specified in the policy schedule in respect of this section of cover.

We will not pay the **excess**. This must be paid by **you**. The **excess** apples to each claim for loss of **money**.

b Personal Assault

If an **insured person** suffers injury, or loss of or damage to clothing and personal effects during the period of insurance shown in the policy schedule as a direct result of robbery or attempted robbery in the course of the **business, we** will pay **you** the benefit set out below.

How much we will pay

We will pay the amount specified in the schedule in respect of this section of cover, however,

- **we** will only pay the benefit for either **death, loss of limbs, loss of sight or speech or hearing** or **permanent total disablement** inclusive for any one **insured person**
- **death, loss of limbs, loss of sight or speech or hearing** or **permanent total disablement** must occur within 104 weeks of sustaining the **injury**
- to qualify for the benefit for **temporary total disablement** the **insured person** must have received medical attention from and continued under the care of a qualified medical practitioner
- the benefit for **temporary total disablement** is payable for a maximum of 104 weeks from the date of suffering the **injury**
- the benefit for **temporary total disablement** is no longer payable once the benefit for **death, loss of limbs, loss of sight or speech or hearing** or **permanent total disablement** becomes claimable.

And, in respect of

- loss of, or damage to, clothing and personal effects belonging to an **insured person,** the amount payable will be the amount of the loss or damage up to a maximum of £500
- **medical expenses, we** will pay the costs incurred up to a maximum of £250 per **injury**.

c Business Visits Abroad

We will pay **you** for loss of **money** outside of the United Kingdom during the period of insurance shown in the policy schedule and arising out of visits in connection with **your business** by **you** or any director or partner of **yours** or any **employee**.

How much we will pay

The most we will pay for each claim or series of claims arising from the same original cause is £500.

What is not covered (exclusions)

1 Fines and penalties

We will not pay **you** for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

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

4 Confiscation etc

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

5 Other insurance

We will not pay **you** more than **our** rateable proportion where **you** are entitled to payment under any other insurance.

6 Gaming machines

We will not pay **you** for loss of **money** in gaming, amusement, change giving or vending machines.

7 Fraud or dishonesty

We will not pay **you** for loss due to fraud or dishonesty of **employees** unless the loss is discovered within 30 days of it occurring.

8 Shortages

We will not pay **you** for shortages due to mysterious disappearance, unexplained shortages, accounting or clerical error or omissions.

9 Unattended motor vehicle

We will not pay **you** for loss of **money** from unattended motor vehicles.

10 Depreciation/counterfeit money

We will not pay **you** for loss resulting from or due to depreciation in value or to the use of counterfeit currency.

11 Falsification of accounts

We will not pay **you** for loss due to falsification of accounts.

12 Fidelity guarantee

We will not pay **you** for loss of **money** where you are entitled to payment under a Fidelity Guarantee or similar insurance policy or certificate.

13 Unregistered post

We will not pay **you** for loss of **money** in transit sent by unregistered post.

14 Credit cards

We will not pay **you** for loss due to the use of any company credit or debit card if the provisions, conditions and other terms under which the cards have been issued have not been fully complied with.

15 Children and age

We will not pay **you**

- for injury due to, or prolonged by, pregnancy or childbirth.
- for any **insured person** under the age of 16 years or over the age of 70 years.
- in respect of property belonging to any **insured person** under the age of 16 years or over the age of 70 years.

Conditions that apply to this section of cover

1 Record of money

You shall ensure that a complete record is kept of

- **money i**n transit
- **money** in any **premises** at which **money** is covered under this section of cover

and that the record is deposited in some place other than the safe or strongroom containing the **money**.

2 Keys and combination codes

You shall ensure that no keys or combination codes of any safe or strongroom containing **money** are in the **premises** out of **working hours.** However, if **you** or any director or partner of **yours** or any **employee** (who is entrusted with **money**) permanently reside at the **premises**, the keys or combination codes of any safe or strongroom containing **money** shall, out of **working hours**, not be

- in the **business** portion of the **premises**.
- in or about that particular portion of the **premises** in which the safe or strongroom is kept or situated.

3 Escorted money

You shall ensure that each single transit of **negotiable money** above £2,500 is escorted by at least two responsible able-bodied adults.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Death means death resulting solely and directly from the **injury**.

Employee means any person, (other than a director of **yours)** who is (or was or who may be in the future):

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**, or
- self-employed

and working for **you** under **your** direct control in connection with **your business** and normally resident in the **United Kingdom**.

Excess means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is £250.

Injury means bodily injury caused solely and directly by violent, external and visible means.

Insured/you/your/yours means the person named as the policyholder in the policy schedule.

Insured person means any principal, partner, director, officer or **employee** of **yours** or any member of their family.

Loss of limbs means total loss of use of one or more hands or feet resulting solely and directly from suffering the **injury**.

Loss of sight or speech or hearing means total and irrecoverable loss of

- all sight in one or both eyes, or
- the power of speech, or
- the sense of hearing

resulting solely and directly from suffering the **injury**.

Medical expenses means the cost of surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession together with hospital, nursing home and ambulance charges following injury for which a benefit is payable under this section of cover.

Money means **negotiable money** and **non-negotiable money** which **you** are responsible for and used for the purpose of **your business.**

Negotiable money means cash (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** personal use, or use by any director, partner or any **employee** of **yours**).

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.

Permanent total disablement means permanent total disablement (other than **loss of limbs** or **loss of sight or speech or hearing**) resulting solely and directly from **injury** which necessarily and continuously prevents the **insured person** from attending to business or occupation of any description and is beyond hope of improvement.

Premises means the premises shown in the policy schedule and which are occupied by **you** in the course of **your business**.

Private residence means the private residence, away from the **premises**, where **you** or any director, partner, **employee** or authorised representative (who is entrusted with **money**) of **yours** permanently reside.

Temporary total disablement means total disablement resulting solely and directly from **injury** which necessarily prevents the **insured person** from attending to his/her usual business or occupation or, if the **insured person** has no occupation, necessarily confines the person to a private dwelling or other location where he/she is under treatment.

Working hours means **your** normal working hours including overtime, during which **you** or any **employees** who are entrusted with **money** are

- in that portion of the **premises** used solely for the purposes of **your business**

- on a contract or exhibition site for the purposes of **your business**.

Business Interruption

What is covered

If any of the following events occur during the period of insurance shown in the policy schedule:

- **damage** at the **premises,** to property that is used by **you** for the purpose of **your business**
- **damage** to any property in the area near or surrounding the **premises** which prevents or makes it difficult for **you** to use or enter the **premises** for the purpose of **your business**
- **damage** to any property at **your** suppliers' premises that are within the **United Kingdom**
- **damage** by a **specified event** at any
    - generating station or sub-station of **your** electricity supplier
    - land-based premises of **your** gas supplier or any directly linked natural gas producer
    - water works or pumping station of **your** water supplier
    - land-based premises of **your** telecommunications and internet services provider from which **you** obtain telecommunications services

  within the **United Kingdom.**

and as a result the **business** carried on by **you** at the **premises** is interrupted or interfered with then **we** will pay **you** the resulting **income shortfall** and/or **increase in cost of working**.

However, **we** will only pay **you**

- if a Sum Insured is specified in the policy schedule and only in respect of the **premises** shown against that sum insured.
- where **your** business has been interrupted or interfered with following **damage** to property at the **premises**, for the **income shortfall** and/or **increase in cost of working** if:
    - **we** have paid **you** (or admitted liability) for the **damage** to the property under the property damage section of cover of this policy or would have done so but for the excess under that section of cover, or
    - **we** would have paid **you** (or admitted liability) if the **premises** had been insured under the property damage section of cover, had **you** owned or been responsible for insuring the **premises**.

How much we will pay

The most **we** will pay under this section of cover in the period of insurance is the Sum Insured specified in the policy schedule.

However,

- with regard to any claim for **increase in cost of working**, **we** will not pay **you** more than the loss of **income** avoided by spending the additional money
- the most **we** will pay in the period of insurance shown in the policy schedule following **damage** by a **specified event** is £25,000.
- the most **we** will pay in the period of insurance shown in the policy schedule following **damage** to any property at **your** suppliers' **premises** is £100,000
- the most **we** will pay in the period of insurance shown in the policy schedule following the breakdown of **your computer equipment** is £5,000

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 **insured event** had not occurred.

- Savings

  If any of the charges or expenses of the **business** cease or reduce in consequence of the **insured event** the amount of the savings during the **cover period** will be deducted from the amount **we** pay **you**.

- Applying average

  If, at the beginning of the **insured event**, the sum insured specified as the Sum Insured in the policy schedule is less than 85% of the **annual income** (or, if the maximum cover period shown in the policy schedule exceeds 12 months, a proportionally increased amount) the amount **we** pay **you** will be reduced in the same proportion.

- Professional accountant's charges

  We will also pay **you** for reasonable professional accountants charges for producing any particulars or details from **your** business books or any other proofs, information or evidence **we** may require under claims condition 3 (business interruption) including that the proofs, information or evidence are in accordance with **your** business books or documents.

- Alternative trading

  If, during the **cover 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 **income shortfall** during the **cover period**.

- Restoring the Sum Insured

  In the event of a loss covered by this section of cover the sum insured will not be reduced by the amount of that loss provided **you**

  - pay any appropriate additional premium **we** may require, and
  - comply with any reasonable requirements **we** may require to prevent any further loss.

What is not covered (exclusions)

1 Fines and penalties

We will not pay **you** for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

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

4 Confiscation etc

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

5 Electronic data

We will not pay **you** for any loss destruction, **damage**, distortion, erasure, corruption, failure, interruption, seizure, alteration, error or omission in any way involving a **cyber incident** from any cause (including **computer virus** or ransomware) or any resulting loss of use, reduction in functionality, cost, or expense, of whatever nature, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, destruction, damage, distortion, erasure, corruption failure, interruption, seizure, alteration, error or omission.

This exclusion does not exclude physical loss, destruction, damage, distortion, erasure, corruption or alteration directly caused by fire or explosion

6 Mould

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from **mould** or a **mould event**.

7 Other insurance

We will not pay **you** more than **our** proportionate share where **you** are entitled to payment under any other insurance.

8 Public utilities

- **We** will not pay **you** for any loss resulting from **damage** caused by the deliberate act of a supplier in withholding the supply of water, gas, electricity, fuel or telecommunication services other than loss resulting from any subsequent **damage** which in itself is not excluded under this section of cover.
- **We** will not pay **you** for any loss
  - which does not involve a lack of supply for at least 24 consecutive hours
  - which is caused by strikes, labour or trade disputes, or drought
  - caused by failure of any satellite
  - caused by atmospheric or weather conditions.

9 Communicable disease

We will not pay **you** for any loss, clean-up costs, costs of detoxification, removal, monitoring, testing or **damage** in any way caused by or resulting from

- an **infectious or contagious disease**
- any fear or threat of an **infectious or contagious disease** regardless of whether this is actual or perceived
- any action taken to minimise or prevent an **infectious or contagious disease**

Conditions that apply to this section of cover

1 Value Added Tax clause

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this policy shall be exclusive of that tax.

2 Current cost accounting

Any adjustment implemented in current cost accounting shall be disregarded.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Annual income means the **income** during the 12 months immediately before the start of the **insured event**.

Cover period means the period beginning with the start of the **insured event** and ending no more than 12 months later, during which **your business** is adversely affected as a result of the **insured event**.

Damage means accidental loss, destruction or damage.

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

Income shortfall means the amount the **income** falls short, during the cover period, of the **standard income** as a result of the **insured event**.

Increase in cost of working means the amount of money, necessarily and reasonably spent, for the sole purpose of avoiding or diminishing the **income shortfall** which would have occurred during the **cover period** as a result of the **insured event** had the money not been spent.

Insured/you/your/yours means the person named as the policyholder in the policy schedule.

Insured event means

- **damage** at the **premises,** to property that is used by **you** for the purpose of **your business**
- **damage** to any property in the area near or surrounding the **premises** which prevents or makes it difficult for **you** to use or enter the **premises** for the purpose of **your business**
- **damage** to any property at **your** suppliers' premises that are within the **United Kingdom**
- accidental failure of **your** supply of electricity, gas, water or telecommunication services.

Premises means the buildings together with its land and outbuildings at the address shown in the policy schedule and which are owned or occupied by **you** (or in part by **you**).

Specified event means:

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

Standard income means the **income** during the corresponding period of the same length as the **cover period** in the 12 months immediately before the start of the **insured event**

Portable Equipment

What is covered

a Damage to property

If the **portable equipment**, or any part of the **portable equipment** is **damaged** during the period of insurance shown in the policy schedule, **we** will, at **our** option**,** either

- pay **you** the value of the **portable equipment** at the time of the **damage**, or
- restore, repair, or replace the **portable equipment** or any part of the **portable equipment** that was **damaged**.

How much we will pay

The most **we** will pay in the period of insurance shown in the policy schedule will not exceed the sum insured shown in the policy schedule for this section of cover.

The most **we** will pay in the period of insurance shown in the schedule for **portable equipment** left unattended at an exhibition venue is £5,000. This amount is not in addition to the sum insured shown in the policy schedule for this section of cover.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to each incident or event of **damage**.

Reinstatement basis of settlement

In the event of **damage** to **portable equipment, we** will calculate the amount **we** will pay **you** on a **reinstatement** basis.

Restoring the sums insured

Following **damage** which is insured under this section of cover the sums insured will be automatically restored to their original amount from the date of the **damage**, provided that **you**

- pay any additional premium **we** may require
- comply with any reasonable recommendations **we** may make to prevent further **damage**.

Applying average

If, at the start of the **damage**, the sum insured shown in the policy schedule for the **portable equipment** is less than the value of the **portable equipment** then the amount that **we** will pay **you** will be reduced in the same proportion.

This clause will not apply if the amount we pay you is calculated on a **reinstatement** basis

b Computer breakdown

Despite exclusions 10 (electronic data) and 11 (mechanical or electrical breakdown) of this section of cover, if **your computer equipment** breaks down caused by an electrical or mechanical malfunction, failure or derangement (whether or not accompanied by visible damage to or physical breaking of any parts) during the period of insurance shown in the policy schedule **we** will, at **our** option**,**

- pay **you** the value of the **computer equipment** at the time of the breakdown, or
- repair, restore or replace the **computer equipment** or any part of the **computer equipment** that has broken down, or

- pay you the costs incurred in the reconstitution of any data stored on **your computer equipment** needed in order to continue **your business.**

We will not pay **you**

- if the breakdown is a result of gradual deterioration, wear and tear, inherent defect or a **computer virus**
- if the **computer equipment** is more than 10 years old from the date of manufacture
- if **you** have not taken all reasonable steps to make back-up copies of all data at least once a week and retained copies away from the **premises**
- if the **computer equipment** is not maintained, serviced or updated in accordance with the manufacturers recommendations.

How much we will pay

The total amount **we** will pay during the period of insurance shown in the policy schedule will not exceed £5,000.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of breakdown.

What is not covered (exclusions)

1 Fines and penalties

We will not pay **you** for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- contamination due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

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

4 Confiscation etc

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

5 Mould

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from **mould** or a **mould event**.

6 Other insurance

We will not pay **you** more than **our** rateable proportion where **you** are entitled to payment under any other insurance.

7 Wear and tear

We will not pay **you** for **damage** caused by or consisting of

- wear and tear
- depreciation
- gradual deterioration
- vermin, moth or insects
- fungus
- condensation
- any gradually operating cause, or
- any process of cleaning, dyeing, repairing or renovation.

8 Unexplained Shortages

We will not pay **you** for **damage** caused by or consisting of unexplained disappearance or inventory shortage

9 Unattended property

We will not pay **you** for **damage** to **portable equipment** caused or consisting of

- unexplained shortage or disappearance
- theft whilst the **portable equipment** is left unattended.

However, with regard to **portable equipment** left

- in vehicles, provided that
  - the **portable equipment** is concealed in a locked boot area within the vehicle, and
  - all points of access to the vehicle are securely locked and security devices put in full and proper operation, and

- force is used to gain entry to the vehicle and the entry causes external and visible damage to the vehicle

then this exclusion shall not apply to

- theft or attempted theft of **portable equipment** from an unattended vehicle or
- theft of **portable equipment** where the vehicle is stolen at the same time.

- at an exhibition venue, provided that
  - the **portable equipment** is in a locked display case, cabinet or locker
  - force is used to gain entry to the **portable equipment**

then this exclusion shall not apply.

10 Electronic data

We will not pay **you** for any loss destruction, **damage**, distortion, erasure, corruption, failure, interruption, seizure, alteration, error or omission in any way involving a **cyber incident** from any cause (including **computer virus** or ransomware) or any resulting loss of use, reduction in functionality, cost, or expense, of whatever nature, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, destruction, damage, distortion, erasure, corruption failure, interruption, seizure, alteration, error or omission.

This exclusion does not exclude physical loss, destruction, damage, distortion, erasure, corruption or alteration directly caused by fire or explosion

11 Mechanical/electrical breakdown

We will not pay **you** for **damage** caused by or consisting of mechanical or electrical breakdown of the **portable equipment** unless caused by accidental damage to the exterior of the **portable equipment**.

12 False pretence

We will not pay **you** for **damage** caused by the voluntary parting with title or possession of any **portable equipment** insured if induced by any fraudulent scheme, trick, device or false pretence.

13 Communicable disease

We will not pay **you** for any loss, clean-up costs, costs of detoxification, removal, monitoring, testing or **damage** in any way caused by or resulting from

- an **infectious or contagious disease**
- any fear or threat of an **infectious or contagious disease** regardless of whether this is actual or perceived
- any action taken to minimise or prevent an **infectious or contagious disease**

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Damage/damaged means accidental loss, destruction or damage

Excess means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is £250.

Insured/you/your/yours means the person named as the policyholder in the policy schedule.

Portable equipment means portable equipment owned by you or for which **you** are legally responsible, used in connection with **your business** including

- **computer equipment**
- photographic equipment
- mobile telephones, or
- equipment, props, exhibits, instruments and aids

other than,

- equipment whilst fitted to a vehicle
- works of art (not including **your** own work), items of gold, silver or other precious metals, or personal effect (including jewellery and watches).

Reinstatement means the carrying out of the following work:

- where the **portable equipment** is lost or destroyed its replacement by similar **portable equipment** in a condition equal to but not better or more extensive that its condition when new
- where **portable equipment** is damaged, the repair of the **damage** and the restoration of the **damaged** portion of the **portable equipment** to a condition substantially the same as but not better or more extensive than its condition when new.

Occupational Personal Accident

What is covered

Personal accident

If an **insured person** suffers **injury** during the period of insurance shown in the policy schedule, whilst in a home office, commuting to work or at work and in the course of their employment by **you**, **we** will pay **you** the benefit set out below.

How much we will pay

We will pay the amount specified in the policy schedule in respect of this section of cover, however

- **we** will only pay the benefit for either **death**, **loss of limbs**, **loss of sight or speech or hearing** or **permanent total disablement** inclusive for any one **insured person**
- **death, loss of limbs, loss of sight or speech or hearing** or **permanent total disablement** must occur within 104 weeks of sustaining the **injury**
- to qualify for the benefit for **temporary total disablement**, the **insured person** must have received medical attention from and continued under the care of a qualified medical practitioner
- the benefit for **temporary total disablement** is payable for a maximum of 104 weeks from the date of suffering the **injury**
- the benefit for **temporary total disablement** is no longer payable once payment for **death**, **loss of limbs, loss of sight or speech or hearing** or **permanent total disablement** become claimable
- the benefit for **temporary total disablement** will not be payable for the first 14 days of **temporary total disablement**.

What is not covered (exclusions)

1 Radioactive contaminations and sonic bangs etc

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

2 War risks and terrorism

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**

- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

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

3 Suicide or self-injury

We will not pay **you** for loss resulting from an **insured person** committing or attempting to commit suicide or deliberate self-injury.

4 Drugs

We will not pay **you** for loss resulting from or contributed by an **insured person** having taken a drug.

This exclusion will not apply where the drug is taken as prescribed and direct by a qualified registered medical practitioner and is not being taken for the treatment of drug addiction.

5 Pregnancy and childbirth

We will not pay **you** for loss resulting from or contributed by the pregnancy (including childbirth) of an **insured person**.

6 Pre-existing condition

We will not pay **you** for loss resulting from or contributed by an **insured person** having any sort of physical or medical defect or health problem which was known either to **you** or the **insured person** prior to the date this section of cover was first incepted or prior to the latest renewal of this policy and which has not been declared to **us** and accepted by **us** in writing.

7 Wilful acts

We will not pay **you** for loss resulting from the needless peril by an **insured person** (except in an attempt to save human life).

8 Age

We will not pay **you** for loss sustained by any person under the age of 16 years or over the age of 75 years.

9 Sickness or disease

We will not pay **you** for loss resulting from or contributed by

- sickness or disease
- any naturally occurring condition
- any degenerative process
- a gradually operating cause.

10 Subsequent injury

We will not pay more than one of the benefits specified in the policy schedule in respect of this section of cover arising out of the same **injury**. However, we will pay for the **temporary total disablement** benefit prior to making a payment for **death, loss of limbs, loss of sight, speech or hearing** or **permanent total disablement**.

Conditions that apply to this section of cover

1 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**.

2 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.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Death means death resulting solely and directly from sustaining the **injury.**

Employee means any person (other than a director of **yours**) who is (or was or may be in the future)

- under a contract of service or apprenticeship with **you**, or
- under any work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**, or
- volunteers, or
- self-employed persons

and working for **you** under **your** direct control in connection with **your business** and normally resident in the **United Kingdom**.

Injury means accidental bodily injury.

Insured, you, your, yours means the person named as the policyholder in the policy schedule.

Insured person means any principal, partner, governor, director, council member, member, officer or trustee of **yours** or any **employee**.

Loss of limbs means total loss of use of one or more hands or feet resulting solely and directly from suffering the **injury**.

Loss of sight or speech or hearing means total and irrecoverable loss of

- all sight in one or both eyes, or
- the power of speech, or
- the sense of hearing

resulting solely and directly from suffering the **injury**.

Medical expenses means costs of surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession together with hospital, nursing home and ambulance charges incurred following **injury** for which a benefit is payable under this section of cover.

Permanent total disablement means permanent total disablement (other than **loss of limbs** or **loss of sight or speech or hearing**) resulting solely and directly from **injury** which continuously prevents the **insured person** from attending to business or occupation of any description and is beyond hope of improvement.

Temporary total disablement means total disablement resulting solely and directly from **injury** which prevents the **insured person** from attending to his/her usual business or occupation or, if the **insured person** has no occupation, necessarily confines the person to a private dwelling or other location where he/she is under treatment.

Cyber & Data Risks

What is covered

a **Data loss**

If **you** suffer a **data breach** in connection with **your business**, during the period of insurance shown in the policy schedule, for 90 days immediately following **your** first discovery, **we** will pay **your** costs, reasonably incurred with **our** written consent, of

- using the services of the **cyber response service** to
  - contain, recover and assess the **data breach**
  - comply with **United Kingdom** legal requirements to establish a credit monitoring, identity theft and/or similar mitigation service
- complying with **United Kingdom** legal requirements to notify third parties and/or **employees** of an actual or suspected **data breach**
- notifying third parties and/or **employees** of an actual or suspected **data breach** where there are no legal requirements to do so but where notification will effectively reduce or avoid a loss which otherwise **you** would have been entitled to payment under subsection of cover b (data liability).

b **Data liability**

We will pay **your** legal liability for damages and costs awarded against **you** arising from any claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule which arises from a **data breach** in connection with **your business**.

In addition **we** will pay **your costs and expenses** resulting from the claim.

c **Cyber loss**

We will pay **your** costs, incurred with **our** written consent,

- in restoring, replacing, rebuilding, replicating or reinstating **your computer equipment** that has been subjected to a **cyber attack**
- to contain, reduce and/or pay a ransom demand resulting from **data extortion**

first discovered by **you** and reported to **us** in the period of insurance shown in the policy schedule.

d **Cyber crime**

We will pay **you**

- the theft of **your** money or funds, and/or
- the cost of unintended or unauthorised call or bandwidth charges to **your** telephone systems

directly resulting from a **cyber attack** on **your computer equipment**.

However, **we** will not pay **you** where the theft of your money or funds

- arises from the fraudulent representation of **you** by one of **your** clients or customers
- is the result of a **cyber attack** against **your** customers or suppliers.

e **Cyber liability**

We will pay **your** legal liability for damages and costs awarded against **you** arising from any claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule which arises from

- **your** negligent transmission of a **computer virus** that has originated from or passed through **your computer equipment**
- a **cyber attack**
- an **e-media incident**

in connection with **your business**.

In addition **we** will pay **your costs and expenses** resulting from the claim.

f Network interruption

If **your computer equipment** is subject to a **cyber attack**, first discovered and reported to **us** during the period of insurance shown in the policy schedule, and as a result **your business** is interrupted or interfered with then **we** will pay **you** the subsequent reduction in **your** net profit (before taxes) and/or increase in cost of working.

The amount **we** will pay in respect of the reduction in **your** net profit will be determined by taking into account

- **your** net profit in the months preceding the **cyber attack**
- **your** probable net profit during the **cover period** had the **cyber attack** not occurred
- seasonal variations and influences
- changes in market and/or economic conditions

However, the amount **we** will pay will not include any increase in net profit **you** would likely have attained as a result of an increase in volume of business due to favourable business conditions caused by the impact of a similar event on other businesses.

The amount **we** will pay in respect of increase in cost of working shall be the additional amount of money, necessarily and reasonably spent, in order to avoid or reduce the reduction in **your** net profit which would have occurred during the **cover period** as a result of the **cyber attack** had that money not been spent.

If any of the charges or expenses of **your business** cease or are reduced as a result of the **cyber attack** the amount of those savings during the **cover period** shall be deducted from the amount **we** pay **you**.

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

If at **our** request

- any director or partner of **yours**, or
- any **employee**

attends a court as a witness in connection with a claim **we** will pay you the following amounts:

- for any director or partner £500 per day
- for any **employee** £250 per day

for each day on which attendance is required.

h Public relations management

We will pay **you** for costs resulting from the use, with **our** prior agreement, of the **public relations response service** following a **crisis**.

In addition **we** will pay any other related costs agreed with **us**.

However, **you** must:

- immediately notify **us** of any event or circumstances which might result in **you** seeking payment under this section of cover and comply with **our** recommendations or the recommendations of the **public relations response service**

- take all reasonable and practical measures to avoid or reduce the costs of the **crisis**.

i Regulatory investigations/fines

Despite exclusions 1 (fines and penalties) and 10 (contractual liability) of this section of cover, **we** will pay **you**

- the cost of legal representation, that **we** agree to in writing, at any investigation or proceedings brought about by the United Kingdom Information Commissioner's Office in connection with any matter for which **you** might receive payment from **us** under this section of cover. Examples of investigations or proceedings are those brought under the Data Protection Act 1988 and/or the General Data Protection Regulations (GDPR).
- any **PCI fines**, penalty, fine or award made against **you** provided that it is legally permissible to insure against the payment of the penalty, fine or award.

How much we will pay

The most **we** will pay in total in the period of insurance shown in the policy schedule for

- all costs in total, plus
- all claims in total, plus
- all **costs and expenses** in total, plus
- the reduction in **your** net profit and/or increase in cost of working in total

is the **limit**, however, the most **we** will pay in total in the period of insurance shown in the policy schedule

- under subsection of cover c (cyber loss) in respect of containing, reducing and/or paying a ransom demand resulting from **data extortion** is £25,000.
- under subsection of cover d (cyber crime) is £25,000.
- under subsection of cover f (network interruption) is £50,000.
- under subsection of cover h (public relations management) is £25,000.
- under subsection of cover i (regulatory investigations/fines) is £100,000.

these amounts are included within and are not in addition of the **limit**

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate claim, **data breach**, **data extortion**, loss of money or funds and/or cost of unintended or unauthorised call or bandwidth charges under subsections of cover a (data loss), b (data liability), c (cyber loss), d (cyber crime) and e (cyber liability).

Under subsection of cover f (network interruption) **we** will not pay for any reduction in **your** net profit occurring during the **time retention**. This must be paid by **you**.

What is not covered (exclusions)

1 Fines and penalties

We will not pay a claim for any

- fine or penalty
- non-compensatory damages.

This exclusion does not apply to subsection of cover i (regulatory investigations/fines).

2 Radioactive contaminations and sonic bangs etc

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

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

This exclusion does not apply in respect of a **hacking incident** or **computer virus** initiated for the sole purpose of exacting malice against **you** or obtaining commercial gain from **you**.

4 Confiscation etc

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority, and
- access by any government, public, local or customs authority or any order by the authority to take down, deactivate or block access to **your computer equipment**.

5 Other insurance

We will not pay a claim where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance **we** will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

6 Legal action

We will not pay a claim under subsections of cover b (data liability) or e (cyber liability)

- where the claim is brought in a court of law outside the jurisdiction of the applicable courts shown in the policy schedule for this section of cover, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgment.

7 Geographical limits

We will not pay a claim for any legal liability or loss that **you** suffer that results from the conduct of **your business** outside of the **United Kingdom** other than whilst a director of **yours** or an **employee** is temporarily outside the **United Kingdom** in connection with **your business**.

8 Employers liability

We will not pay a claim where **your** legal liability arises from

- 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
- a breach of your responsibility as an employer to any **employee** or prospective **employee**.

9 Dishonest and malicious acts

We will not pay a claim where **your** legal liability or any loss that **you suffer** results from any

- dishonest
- fraudulent
- criminal
- malicious
- wilful, or
- reckless act or omission

of any

- 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 any

- dishonest
- fraudulent
- criminal, or
- malicious

act or omission committed by any person after the discovery of reasonable cause for suspicion of that person.

In addition:

- 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**:
    - any amounts due from **you** to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
    - any amounts held by **you** and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
    - any amount recovered following action in accordance with general condition 1 (subrogation) of this policy.

10 Contractual liability

We will not pay a claim where **your** legal liability arises from any agreement **you** have entered into if **your** liability is increased beyond that applicable in the absence of the agreement.

11 Joint ventures

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; **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.

12 Circumstances known at inception

If **you** knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then **we** will not pay a claim for any legal liability or loss that you suffer that arises from those circumstances.

13 Retroactive date

We will not pay a claim where **your** legal liability arises from the carrying out of **your business** prior to the **retroactive date**.

14 Injury/property damage

We will not pay a claim where **your** legal liability arises from

- 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.
- any loss, damage or destruction of property including the loss of use of the property (other than in respect of **computer equipment**).

15 Insolvency/bankruptcy

We will not pay a claim where **your** legal liability or any loss that **you** suffer results from **your** insolvency or bankruptcy, or the insolvency or bankruptcy of **your** suppliers, subcontractors or service providers.

16 Financial interest

We will not pay **you** for any claim made against **you** by

- any parent company, ultimate holding company or subsidiary company, or
- any person or entity having a financial, executive or controlling interest in **your** operation, or

- 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**.

17 Trading losses

We will not pay a claim where **your** legal liability or any loss that **you** suffer arises from any

- trading losses, or
- trading liabilities, or
- any debts incurred

by any business managed by or carried on by **you**.

This exclusion shall not apply to subsection of cover f (network interruption).

18 Patents

We will not pay a claim where **your** legal liability or any loss that **you** suffer arises from any actual or alleged infringement of any patent.

19 Directors and officers

We will not pay a claim where **your** legal liability or any loss that **you** suffer arises from or is in connection with 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.

20 Taxation, competition, restraint of trade and anti-trust

We will not pay a claim where **your** legal liability or any loss that **you** suffer arises from a breach of any regulation or legislation governing taxation, competition, restraint of trade or anti-trust provisions.

21 Electromagnetic or electrical disturbances

We will not pay a claim where **your** legal liability or any loss that **you** suffer arises from

- electromagnetic fields, electromagnetic radiation, electromagnetic pulses, electromagnetism, solar flares and storms, or any other type of radiation
- any alleged or actual electrical or mechanical failures and/or interruption including electrical disturbance, surge or spike.

22 Infrastructure failures

We will not pay a claim where **your** legal liability or any loss that **you** suffer arises from any failure of the provision of **your** infrastructure and utilities including the provision of gas, water, electricity, telecommunications or internet services.

23 Betterment

We will not pay **you** to the extent that **your computer equipment** or **your** financial position are in a better or improved position compared to their position in the absence giving rise to payment under this section of cover.

24 Data extortion

We will not pay a claim for 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.

25 Fraudulent representation

We will not pay a claim under subsection of cover d (cyber crime) for any loss **you** suffer

- as a result of the fraudulent representation of **you** by one of **your** clients or customers
- arising from **your** clients or suppliers being subject to a **cyber attack**.

26 Coronavirus

We will not pay **you** for any loss that is caused by or arises in any way from

- Coronavirus (COVID-19)
- severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- a mutation or variation of SARS-CoV-2
- a threat, fear or likelihood of infection with any of the above

Conditions that apply to this section of cover

If **you** breach the following condition this may result in **your** claim not being covered or a reduction in the amount payable.

1 Data extortion

It is a condition under this section of cover that

- **you** will not disclose the existence of the cover provided in respect of **data extortion** to anyone.
- **you** will advise, or allow **us** to advise the police of the **data extortion**.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Cover period means the period starting immediately following the expiry of the **time retention** and ending not later than 30 days afterwards.

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.

Cyber attack means either

- a **hacking incident**, or
- a **denial of service attack**.

Cyber response service means the IT security specialist services provided by **us** or on **our** behalf.

Data breach means

- when used under subsection of cover a (data loss), the
  - loss of, and/or
  - unlawful or unauthorised alteration of, and/or
  - inappropriate publication of, and/or
  - theft of

  data kept on **your computer equipment** or held by **you** in non-electronic format
- when used elsewhere in this section of cover, the
  - loss of, and/or
  - unlawful or unauthorised alteration of, and/or
  - inappropriate publication of, and/or
  - theft of

  either electronic or non-electronic data.

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.

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.

E-media incident means

- libel, slander or defamation, or
- unintentional infringement of intellectual property rights or any unintentional act of passing off

solely occasioned through

- **your** website content,
- **your** social media presence (including comments made by others for which **you** may be held legally responsible), or
- **your** other online mediums.

Employee means anyone (other than a director of **yours**) who was, or is or may become

- under a contract of service or apprenticeship with **you**
- under a work experience or similar scheme with **you**
- supplied to **you** or hired in or borrowed by **you**

who work for **you** in connection with **your business** and are under **your** direct control and who are normally resident in the **United Kingdom.**

Excess means the first amount of any claim or payment for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.

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.

Insured, you, your, yours means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule.

In the event of the death, incompetency, incapacity, bankruptcy or insolvency of any natural person named as the policyholder or partner or former partner of the policyholder then it also means

- the estate, and/or
- the heirs, and/or
- the legal representatives (including anyone to whom their rights or liabilities have been legally transferred or anyone appointed to act for them)

of the person or partner concerned.

In addition, if **you** request us to, **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are:

- any director or member of **yours,** or
- any **employee**.

Limit means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

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**.

Public relations response service means the public relations specialist services provided by **us** or on **our** behalf.

Retroactive date means either

- the date when this section of cover was first incepted, or
- where equivalent cover to that provided under this section of cover has been continuously maintained immediately prior to the inception of this section of cover, then it means the date that applied to that equivalent cover.

Time retention means 24 hours starting from the time of **your** first discovery of a **cyber attack**.

Public relations response service

This is available to all policyholders who have purchased this section of cover. In the event of a claim, this provides access to the specialist public relations organisation, The Counsel House, to help manage certain situations where there is a risk to **your business** as a consequence of adverse press, publicity or media attention.

How to access the public relations response service

Telephone: 0345 355 2227

Email: info@thecounselhouse.com

Information required:

- policyholder name
- policy number
- contact details
- brief details as to the nature of the problem or the advice being sought.

Cyber response service

This is available to all policyholders who have purchased this section of cover, and provides access to specialist solicitors at Markel Law and information security experts who will give expert legal and technical IT security guidance on issues arising from cyber and data protection risks.

How to access the cyber response service

Telephone: 0333 234 2471

(Monday – Friday, 9:00am – 5:30pm)

Information required:

- policyholder name

- policy number
- contact details
- brief details as to the nature of the problem or the advice being sought.

Legal Expenses

What is covered

A **Employment disputes**

a.1. ACAS Early conciliation

We will pay **your costs and expenses** for **your** defence of an employment dispute between **you** and

- **your employee**
- an ex- **employee**
- an interviewee or applicant to become an **employee**
- a worker that alleges to be **your employee**

in connection with employment law or their contract of employment in taking part in an ACAS Early Conciliation process

a.2. Employment tribunal response (ET3)

We will pay **your costs and expenses** for **your** defence of an employment dispute between **you** and

- **your employee**
- an ex- **employee**
- an interviewee or applicant to become an **employee**
- a worker that alleges to be **your employee**

in connection with employment law or their contract of employment when providing **your** initial response to an ET1 against **you** at in Employment Tribunal

a.3. Pre-hearing review / employment status dispute

We will pay **your costs and expenses** for **your** representation at a pre-hearing review between **you** and a worker who alleges to be **your employee** to determine their employment status in connection with employment law,

a.4. Employment Tribunal Hearing

We will pay **your costs and expenses** for **your** representation hearing or negotiating a settlement between **you** and

- **your employee**
- an ex- **employee**
- an interviewee or applicant to become an **employee**

in connection with employment law or their contract of employment

a.5. County or High Court proceedings

We will pay **your costs and expenses** for **your** representation or negotiating a settlement in the County Court or High Court in a dispute between **you** and

- **your employee**
- an ex- **employee**
- an interviewee or applicant to become an **employee**

in connection with employment law or their contract of employment

b Employment compensation awards

If **you** have a claim accepted under section of cover a4, legal expenses, employment disputes, (employment tribunal hearing) **we** will also pay

- **compensation you** are ordered to pay by an Employment Tribunal
- tribunal fees **you** are ordered to pay by the Tribunal. Or Tribunal fees as agreed in a settlement that **you** have entered into with **our** consent
- the amount **we** agree in settling a dispute

We will not pay **you** where the Employment Tribunal instructs **you** to reinstate an **employee** and **you** fail to do so

We will not pay any amount that **you** are obliged to pay in accordance with

- any law governing health and safety , workers' compensation, unemployment insurance, social security, disability benefits, redundancy, remuneration or any similar law, including regulations created under those laws.
- the contract of employment with **you**
- any **benefit scheme** or failure to contribute to, fund, reimburse or make payment in connection with a **benefit scheme**.

c Property and landlord and tenant disputes

c.1. Property disputes

We will pay **your costs and expenses** to obtain damages or other legal remedy for property disputes where:

- **your property** is trespassed upon
- **your property** is subject to nuisance by another party
- **you** defend someone's claim of right of way across **your property**
- **you** pursue a right over another's property which is described in the title documents of **your property**
- **you** pursue someone for material damage to **your property** and **you** are unable to recover this elsewhere

in connection with **your business** and this is first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

We will not pay **you** to pursue **your** claim if the other party owns some or all of the **property** or they allege they do

We will not pay **you** to defend or pursue **your** claim if the dispute is a contractual dispute (other than title documents)

We will not pay **you** to defend or pursue **your** claim if there is a dispute over rights to or over another's property which is alleged to have arisen through **your** use or occupation over a period of time.

c.2. Disputes with your landlord

We will pay **your costs and expenses** to obtain damages or other legal remedy for disputes with **your** landlord where:

- **your** landlord doesn't maintain or repair **your property** as required by the written terms of **your** tenancy agreement
- **your** landlord alleges that **you** failed to maintain or repair the **property** as required by **your** lease or tenancy agreement
- **you** defend a demand for dilapidations at the expiry of **your** lease or tenancy
- **your** landlord seeks to end **your** lease or tenancy earlier than stated in **your** written tenancy agreement or they seek to remove **you** from the **property**

in connection with **your business** and this is first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

We will not pay **you** if **you** have not paid money to **your** landlord as stated in **your** written tenancy agreement or **your** landlord alleges that **you** haven't paid this money. However, **we** will pay **you** if **you** have withheld payment required by **your** written tenancy agreement because **your** landlord has failed to maintain or repair **your property**

c.3. Disputes with your tenant

We will pay **your costs and expenses** to obtain damages or another legal remedy for disputes with **your** tenant where:

- **your** tenant fails to maintain or repair **your property** as required by the written tenancy agreement or lease
- **your** tenant alleges that **you** failed to maintain or repair property as required by the written tenancy or lease
- **you** pursue **your** tenant for disputed dilapidations at the end of **your** lease or tenancy

in connection with **your business** and this is first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

We will only pay **you** for dilapidations where **you** have served a notice of dilapidations upon **your** tenant and **you** have obtained at **your** own expense an independent expert valuation of the dilapidations.

c4. Evictions

We will pay **your costs and expenses** to obtain damages or another legal remedy where **you** evict **your** tenant or **employee** or former **employee** following the expiry of their tenancy or licence which **you** have granted to use the **property** in connection with **your business** and this is first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

We will not pay **you** if **you** have not issued an enforceable statutory or contractual notice which requires the tenant, **employee**, former **employee** or licensee to leave the **property**

d Criminal defence

d1. Interview under caution

We will pay **your costs and expenses** where **you** require representation at an interview under caution by the police or another prosecuting authority in connection with **your business** during the period of insurance shown in the policy schedule.

We will not pay **you** where **you** are required by the police to immediately attend an interview under caution at a police station.

d2. Prosecution defence

We will pay **your costs and expenses** for **your** defence of a criminal prosecution accusing **you** of a criminal offence when **you** receive a summons in connection with **your business** and report it to **us** during the period of insurance shown in the policy schedule,

We will not defend **you** where the allegations

- are concerning a motoring offence
- involve fraud, dishonesty or criminal damage
- are tax related or an application is made under the Proceeds of Crime Act
- involve assault or a sexual offence if **you** do not maintain a not guilty plea

We will not defend **you** if it is alleged that **you** are responsible for damage or loss caused by seepage, pollution or contamination of any kind

We will not cover **claims** for **your employee**, director or a partner of **your** business if **you** are charged under the Corporate Manslaughter or Corporate Homicide Act 2007.

d3. Motor Offences

We will pay **your costs and expenses** for **your** defence of a criminal prosecution first made and reported to **us** during the period of insurance shown in the policy schedule where the conviction would result in the loss of a driving licence and the driving licence is required by **your** director or business partner of **your** business to carry out **your business**

We will pay **your costs and expenses** for **your** defence of a criminal prosecution for tachograph or weight offences

We will not pay **you** where there is an allegation of driving under the influence of drugs/alcohol or the use of handheld electronic equipment

e Tax protection

e1. Aspect enquiry

We will pay **your costs and expenses** in representing **you** before HM Revenue & Customs (HMRC) when HM Revenue & Customs issues a formal notice

- to **you**,
- to **your** director, or
- to **your** business partner

to carry out an aspect enquiry in connection with **your business** into a part or parts of **your** income or corporation tax self assessment return and this is first known to **you** and reported to **us** during the period of insurance shown in the policy schedule

e2. Full enquiry

We will pay **your costs and expenses** in representing **you** before HM Revenue & Customs (HMRC) when HM Revenue & Customs issues a formal notice

- to **you**,
- to **your** director, or
- to **your** business partner

to examine all of **your** financial records income or corporation tax in connection with **your business** which is first ordered or commissioned, first known to **you** and reported this to **us** during the period of insurance shown in the policy schedule

e3. National insurance and PAYE disputes

We will pay **your costs and expenses** in representing **you** before HM Revenue & Customs (HMRC) when HM Revenue & Customs expresses dissatisfaction with **your**

- p11ds, or
- p9ds, or
- **your** pay as you earn PAYE, and/or
- national insurance contributions, NIC

following an employer compliance visit by HM Revenue and Customs and this is first known to **you** and reported this to **us** during the period of insurance shown in the policy schedule

e4. Current tax year enquiry

We will pay **your costs and expenses** in representing **you** before HM Revenue & Customs (HMRC) when HM Revenue & Customs make a written request to inspect **your** business records, assets or premises under Schedule 36 of the Finance Act 2008. The request must be first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

e5. VAT disputes

We will pay **your costs and expenses** in representing **you** before HM Revenue & Customs (HMRC) when HM Revenue & Customs allege that **you** have not paid value added tax (VAT). The allegations must be first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

f Regulatory compliance

f1. Health and safety executive enforcement notices

We will pay **your costs and expenses** in undertaking an appeal against an improvement or prohibition notice issued by the Health and Safety Executive (HSE) which is first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

f2. Abatement notice appeals

We will pay **your costs and expenses** in undertaking an appeal against an abatement notice for a statutory nuisance issued by a local authority in connection with **your business** and which is first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay **your costs and expenses** for more than one appeal in any one period of insurance as stated in the schedule of this policy.

We will not pay **your costs and expenses** for an appeal involving or arising from planning applications, decisions or disputes

f3. Licence appeal

We will pay **your costs and expenses** for an appeal against a decision taken by a statutory body to suspend, revoke, alter or not renew an existing statutory licence **you** need to carry out **your business** which is first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

We will not pay **your costs and expenses** for appeals 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 appeals involving driving or property licences

We will not pay you where **you** have failed to comply with recommendations or warnings from **your** regulator or a statutory body

f4. Disciplinary hearings

We will pay **your costs and expenses** for representing **your** director or a business partner at a disciplinary hearing held by a professional or regulatory body where a loss of registration or accreditation would stop **you** carrying out **your business**. **Your** director or business partner must first know about the hearing and the claim must be reported to **us** during the period of insurance shown in the policy schedule.

We will not pay **your costs and expenses** of representation for healthcare, medical or alternative therapy registrations or accreditations

f5. Data protection defence

We will pay **your costs and expenses** for **your** defence under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82), in connection with **your business** when the breach is first known to **you** and is reported to **us** during the period of insurance shown in the policy schedule.

f6. Data protection compensation

If **you** have a claim accepted under section of cover 'f,5' legal expenses, regulatory compliance, (data protection defence) **we** will also pay **your** legal liability to pay **compensation** as a result of

- holding**,** or
- losing, or
- unauthorised disclosing

data in connection with **your business** and which **you** are responsible for

We will only pay **compensation** which **you** are legally responsible for if the party **you** are in dispute with is alleging that they have suffered a specific financial loss

g Court attendance costs

g1. Jury service

If

- any director or partner of **yours**, or
- any **employee**

attends jury service at a court during the period of insurance shown in the policy schedule, **we** will reimburse **you** the amount of money **you** pay them per day.

However, **we** will subtract from any payment due to **you** the amount **you** recover, or are permitted to recover, from the court

g2. Witness attendance allowance

If **your representative** requests that

- any director or partner of **yours**, or
- any **employee**

attends a court as a witness in connection with an accepted claim under this section of cover (legal expenses) **we** will pay their attendance costs.

We will not pay costs incurred when attending court as an expert witness,

We will not pay any remuneration of any kind which is due to the director, partner or employee

We will not pay any costs which it is possible to reclaim from a prosecuting authority

h Employee extra protection

h1. Pension trustee defence

We will pay **you** for **costs and expenses** in defending **your** directors or partners in **your business** where civil proceedings are brought against them resulting from their conduct as a trustee or administrator of a pension, retirement or superannuation scheme or programme created for the benefit of **your** director, partner or **employee** when the claim is first made and reported to **us** during the period of insurance shown in the policy schedule.

h2. Wrongful arrest

If

- any director or partner of **yours**, or
- any **employee**

is alleged to have detained a natural person against their will during the period of insurance shown in the policy schedule, **we** will pay their **costs and expenses** of defending the allegation.

We will not pay if the allegation is made by an **employee** or former **employee** of **yours**

h3. Personal injury

We will pay **costs and expenses** for **your employee**, directors and/or partners to pursue a claim for damages for **injury** suffered by them during the period of insurance shown in the policy schedule when carrying out **your business** if the injury was caused by an actual or alleged act or omission of another party

We will not pay **costs and expenses** where the legal case is or may be against **you**

We will not pay **costs and expenses** when the injury takes place on **your property**

h4. Discrimination defence

We will pay **costs and expenses** for **your employee**, directors and/or partners to defend an allegation of discrimination arising from **your employee's** conduct in carrying out **your business** when the claim is first made and reported to **us** during the period of insurance shown in the policy schedule.

We will not pay **you** where the discrimination involves a potential, former or current **employee**

i Restrictive covenant cover

We agree to pay **your costs and expenses** to pursue **your employee** or ex-**employee** for their breach of a restrictive covenant which is causing or will cause **you** financial loss if the breach is first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

We will only pay **you** when the restrictive covenant is twelve calendar months or shorter

We will not pay **you** if the restrictive covenant does not form part of the **employee** or former **employee's** written contract of employment with **you**

j Negotiation cover

If **you** notify a claim under section of cover (legal expenses ,c, property and landlord and tenant disputes) or section of cover (legal expenses, k, contract for goods and services disputes) and solely due to a lack of **reasonable prospects of success**

- **we** do not cover **your** claim, or
- **we** withdraw cover

we will pay **your costs and expenses** in order to reach a settlement of **your** dispute

We will not pay **your costs and expenses** under this section of cover if the incident notified under section of cover (legal expenses ,c, property and landlord and tenant disputes) or section of cover (legal expenses, k, contract for goods and services disputes) first started prior to the date that these sections of cover came into force.

k Contract for goods and services disputes

We will pay **your costs and expenses** to defend or pursue a claim for alleged breach of any express written contract or agreement between **you** and **your** customer or supplier for the provision of the sale, hire or supply of goods and services in connection with **your business**.

The breach must be first known by **you** and reported to **us** during the period of insurance shown in the policy schedule

We will not pay **you** for defending a claim involving a **construction contract**

What we will pay

The most **we** will pay for any claim or series of claims arising from the same original cause in the period of insurance shown in the policy schedule is

£100,000 in respect of section of cover 'a' employment disputes. This amount is inclusive of and not in addition to the **limit**.

We will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'a' employment disputes if **you** exercise **your** freedom to choose **your representative** as described under Claims Condition: Legal expenses is £1,000.

£100,000 in respect of section of cover 'b' employment compensation awards. This amount is inclusive of and not in addition to the **limit**

We will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'b' employment compensation awards if **you** exercise **your** freedom to choose **your representative** as described under Claims Condition: Legal expenses is £1,000.

£100,000 in respect of section of cover 'c' property and landlord and tenant disputes. This amount is inclusive of and not in addition to the **limit**.

We will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'c' property and landlord and tenant disputes if **you** exercise **your** freedom to choose **your representative** as described under Claims Condition: Legal expenses is £1,000.

£100,000 in respect of section of cover 'd' criminal defence. This amount is inclusive of and not in addition to the **limit**.

We will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'd' criminal defence if **you** exercise **your** freedom to choose **your representative** as described under Claims Condition: Legal expenses is £1,000.

However, the most **we** will pay under section of cover 'd1' interview under caution is £2,500

£100,000 in respect of section of cover 'e' tax protection. This amount is inclusive of and not in addition to the **limit**.

We will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'e' tax protection if **you** use **our** choice of **representative** is £1,000. However, the most we will pay under section of cover 'e4' ,current year tax enquiry, is £1,000.

£100,000 in respect of section of cover 'f' regulatory compliance. This amount is inclusive of and not in addition to the **limit**.

We will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** or **compensation** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'f' regulatory compliance if **you** exercise **your** freedom to choose **your representative** as described under Claims Condition: Legal expenses is £1,000.

£1,000 in respect of section of cover 'g' court attendance costs. This amount is inclusive of and not in addition to the **limit**.

£100,000 in respect of section of cover 'h' employee extra protection. This amount is inclusive of and not in addition to the **limit**.

We will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'h' employee extra protection if **you** exercise **your** freedom to choose **your representative** as described under Claims Condition: Legal expenses is £1,000.

£100,000 in respect of section of cover 'i' restrictive covenant. This amount is inclusive of and not in addition to the **limit**.

We will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'i'

restrictive covenant if **you** exercise **your** freedom to choose **your representative** as described under Claims Condition: Legal expenses is £1,000.

£5,000 in respect of section of cover 'j' negotiation. This amount is inclusive of and not in addition to the **limit**.

£100,000 in respect of section of cover 'k' contract for goods and services disputes. This amount is inclusive of and not in addition to the **limit**

We will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'k' contract for goods and services disputes is

- £2,000 if **you** exercise **your** freedom to choose **your** representative as described under Claims Condition: Legal expenses, or
- £500 if **you** use **our** choice of **representative**.

The most **we** will pay in the period of insurance shown in the policy schedule for

- all **costs and expenses**
- all **compensation**
- all reimbursement
- all attendance costs

is the **limit**

What is not covered (exclusions)

1 Fines and penalties

We will not pay **you** for any

- fine or penalty
- tax, duty, interest or penalty imposed by HM Revenue and Customs

2 Radioactive contaminations and sonic bangs etc.

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you** and/or the **officer**.

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

4 Mould

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from **mould** or a **mould event**.

5 Other insurance

We will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

6 Legal action

We will not pay **you**

- where the claim is brought in a court of law outside England, Scotland, Wales or Northern Ireland,

  and/or

- where action for damages is brought in a court within England, Scotland, Wales or Northern Ireland,

to enforce a foreign judgment.

7 Deliberate acts

We will not pay **you** in respect of any claim that results from **your** willful, reckless or unintentional disregard for **your** actions and their consequences or **your** errors, omissions or intentional wrongdoing.

8 Circumstances known at inception

If **you** knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then **we** will not pay **you** any **costs and expenses** that arise from such circumstances

9 Injury, property damage, professional duty to third parties

We will not cover any claim involving the defence of

- injury to any person
- loss, damage, destruction or loss of use of property
- any breach of any professional duty owed to a third party

10 Financial interest

We will not pay **you** for any disputes or legal proceedings between

- any parent company, ultimate holding company or subsidiary company, or
- any person or entity having a financial, executive or controlling interest in **your** operation, or
- any company or entity in which you or any director, member or partner of **yours** has a financial, executive or controlling interest
- **your representative**, any party involved in arranging this section of cover, or **us**

11 Legal aid

We will not cover any dispute or legal proceedings which, in the absence of this section of cover (legal expenses), **you** would be entitled to payment under a legal aid certificate or representation order

12 Intellectual property rights and Judicial Review

We will not pay **you** for any disputes or legal proceedings involving or arising out of

- breach of confidentiality (other than under section of cover 'legal expenses ,i, restrictive covenant')
- passing off
- defamation or malicious falsehood
- the ownership or existence of any kind of intellectual property rights (other than under section of cover 'legal expenses, i. restrictive covenant')
- Judicial Review

13 Costs

We will not pay **you** any amount which **you** would have been obliged to pay in the absence of a dispute

14 Value Added Tax

We will not pay **you** the value added tax (VAT) proportion of **your** claim if **you** are VAT registered

15 Property and landlord and tenant disputes

Under section of cover (legal expenses, c, property and landlord and tenant disputes)

We will not pay **you** to defend or pursue **your** claim if there is a dispute over a contract which is not a tenancy, licence or leasehold agreement

We will not pay **you** to defend or pursue **your** claim if the dispute will not lead **you** to suffer a financial loss or the value of **your property** will not fall in value

We will not pay **you** to defend or pursue **your** claim if **you** haven't claimed under **your** buildings, contents or business interruption insurance policy covering the property if damage or nuisance has affected **your property**

We will not pay **you** to defend or pursue **your** claim if there is a dispute regarding planning, building regulations or decisions or compulsory purchase orders or any actual planned or proposed works by or under the order of any statutory body

We will not pay **you** to defend or pursue **your** claim if there is a dispute in connection with the negotiation or renewal of a tenancy or leasehold agreement or purchase or property

We will not pay **you** to defend or pursue **your** claim if **you** have failed to maintain buildings or contents insurance which is suitable for **your** needs

We will not pay **you** to defend or pursue **your** claim if it is alleged that **you** are responsible for damage caused by seepage, pollution or contamination of any kind

16 Tax protection

Under section of cover (legal expenses, e, tax protection)

We will not cover claims if **we** believe there is not a reasonable prospect of reducing the liabilities alleged by HM Revenue and Customs

We will not cover claims when tax returns are more than 90 days late

We will not cover claims where **you** have not notified chargeability to tax within the time limits

We will not cover claims involving tax returns where wholly provisional figures are used

We will not cover claims where is an allegation of fraud or an investigation by

- HM Revenue and Custom's Fraud Investigation Service,
- HM Revenue and Custom's Counter Avoidance Office, or
- the defence of a criminal prosecution

We will not cover claims involving a dispute or enquiry relating to the National Minimum Wage or Living Wage

We will not cover claims involving an allegation of tax avoidance

17 Contract for goods and services disputes

Under section of cover (legal expenses,k, contract for goods and services disputes)

We will not pay **you** to defend or pursue a claim involving an amount of less than £1,000

We will not pay **you** to defend or pursue a claim involving an **employment** wrongful act

We will not pay **you** to defend or pursue a claim

- involving the ownership, occupation or use of any land or/or buildings or the sale of land and/or buildings
- relating to the tenancy or letting of property

We will not pay **you** to defend or pursue a claim involving the provision of

- hire purchase,
- credit agreements,
- insurance, or
- financial securities and/or grants of any kind, or
- franchise contracts

We will not pay **you** to defend or pursue a claim involving guarantees of any kind

We will not pay **you** to defend or pursue a claim involving a contract which has been assigned or novated to **you** by someone else or which **you** have entered into via an agent.

We will not pay **you** to defend or pursue a claim involving an undisputed debt. However, **we** will pay **you** where the debt is no fewer than 90 days overdue and **you** have requested full payment in writing no fewer than three times in the three consecutive calendar months since the debt first became due

18 Alteration

We will not make any payment under this policy, if after the start of the period of insurance shown in the policy schedule, there is any alteration which results in

- a change in ownership of **your business**
- **your** business is involved in a merger or acquires another business
- **your business** changes

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

19 Coronavirus

We will not pay **you** for any loss that is caused by or arises in any way from

- Coronavirus (COVID-19)
- severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- a mutation or variation of SARS-CoV-2
- a threat, fear or likelihood of infection with any of the above

Conditions that apply to this section of cover

1 Prospects of success

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:

- successfully pursuing **your** case and securing a legal and/or financial remedy
- not being found liable in a civil (rather than criminal) case against **you**
- being found not guilty in the defence of a criminal prosecution
- securing a significant reduction of **your** punishment or fine if pleading guilty in a criminal prosecution
- successfully appealing the decision of the relevant authority
- **your** not being suspended and of **your** retaining **your** registration or accreditation

If there is 50% or less chance of the above **we** will not provide cover.

2 Use of representatives

In all cases **your representative** will be appointed in **your** name and on **your** behalf.

In any **claim** where **we** may be liable to pay **compensation we** will choose a **representative** to act on **your** behalf. Also, **we** will choose a **representative** to act on **your** behalf unless at the point of an inquiry or legal proceedings where **you** will have freedom to choose **your representative** subject to **us** approving **your** choice.

You will also have freedom to choose **your representative** if there is a legal conflict of interest between **you** and **us** subject to **us** approving **your** choice.

When selecting **your representative**, **you** must have regard to **your** duty to minimise the cost of any **claim**.

The name and address of **your** chosen **representative** must be notified to **us** in writing. **We** will accept **your** choice if:

- **we** are satisfied that **your** chosen **representative** will co-operate with **us** and enable **you** to comply with the terms and conditions of **your** policy
- the **representative** has the necessary experience to deal with the dispute
- the **representative's** charging rates are fair and reasonable in regard to the dispute

A dispute arising from **your** choice of **representative** may be referred to arbitration in accordance with Important information – How to make a complaint.

You must not enter into any agreement with **your representative** as to the basis of calculation of **costs and expenses** without **our** written consent.

If in any **claim your representative** wishes to instruct counsel or an expert the following must be submitted to **us** for **our** approval:

- the expert's or counsel's name
- details of their expertise
- charging rates and estimated cost
- an explanation of the need for such instruction

3 Employment disputes

Under section of cover (legal expenses,a, employment disputes) **You** must either

- consult and follow the advice of the **Markel legal helpline**, or

in the following circumstances

- before disciplining, suspending, dismissing, starting a retirement or redundancy process or making or proposing to make unfavourable changes to the terms of an **employee's** contract of employment
- when **you** are notified of a grievance, a complaint of discrimination (such as sex, race, religion etc.) or an appeal from an **employee** against action **you** have taken against them
- when an **employee** resigns or walks out after expressing verbal or written dissatisfaction

Or

- comply with the ACAS (Advisory, Conciliation and Arbitration Service) code of Practice if applicable

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

Liquidation

If **you** are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or if a meeting for any of these reasons is held, this policy will automatically terminate. If this happens, cover under **your** policy for **costs and expenses** and/or **compensation** will be automatically withdrawn and any **costs and expenses** incurred or **compensation** awarded on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

Communications

All notices and communications from **us** to **you** regarding **your** policy shall be deemed to have been sent to **you** if sent to **your** insurance broker (if applicable) or, in relation to any matters arising out of any claim, if sent to **your representative.**

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Benefit scheme means any

- superannuation or pension scheme, programme or plan
- profit sharing, share option or share purchase scheme
- health and welfare or other **employee** benefit plan or trust

established or conducted for the benefit of any **employee** and their families and dependants

Compensation means

- in respect of section of cover 'b' employment compensation awards the basic and compensatory awards for unfair dismissal and unlawful discrimination
- in respect of section of cover 'e' 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)

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 section of cover (legal expenses) this is extended to include contracts with residential occupiers including

- painting or decorating surfaces of a building,
- construction,
- alteration,
- repair,
- maintenance of buildings,

installation in a building of heating, lighting or electrical systems

Costs and expenses means

- 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)
- 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.

but does not include any costs **you** are responsible for paying under the terms of a contract.

Employee means any person under a contract of service with **you** in connection with **your business**

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**.

Excess means the first amount of a claim for which **you** are responsible.

Limit means £1,000,000

Markel legal helpline means legal helpline specialist services provided by **us** or on **our** behalf

Property means the land (including walls) or buildings owned or occupied by **you** for which **you** are legally responsible

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:

- successfully pursuing **your** case and securing a legal and/or financial remedy
- not being found liable in a civil case (i.e. not an enquiry, investigation or a criminal case) against **you**
- an acquittal in the defence of a criminal prosecution
- securing a significant reduction of **your** punishment or fine in a criminal prosecution
- successfully appealing the decision of the relevant authority under sections of cover (Legal expenses,f2,regulatory

compliance - abatement notice appeals,f3, regulatory compliance - licence appeals or, j transport disputes)

- **you** not being suspended and of **you** retaining **your** registration or accreditation under section of cover (Legal expenses,f4, regulatory compliance – disciplinary hearings)

If there is 50% or less chance of the above **we** will not provide cover.

Representative means a

- solicitor,
- barrister,
- accountant, or
- 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**.

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.

You/Your/Yours means

- the person or persons, and/or
- the firm
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule

In addition, if **you** request **us** to, **we** will pay under sections of cover (legal expenses ,d, criminal defence) or (legal expenses, h, employee extra protection) or (legal expenses,f3, licence appeals) **your employee**, or a director or a partner of **your business.**

However, under section of cover (legal expenses ,d, 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.

Legal helpline (including employment matters)

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

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

- TUPE (**it is a condition of the legal expenses section of cover that the legal helpline must be used whenever TUPE issues occur**)

How to access the legal helpline

Telephone: 0333 2342 046 (available 24 hours a day, seven days a week)

Information required:

- policyholder name
- policy number
- contact details

brief details as to the nature of the problem or the advice being sought.