



# **MATRIX UNDERWRITING MANAGEMENT COMMERCIAL COMBINED ALL RISKS POLICY**

"COMMA-0126"

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# Policy Interpretation

- Certain words have common special meanings which are set out under General Definitions applicable to all **Sections** and additionally under Definitions within particular individual **Sections**, where they are specific to that **Section**.
- All titles and headings in this **Policy** do not form part of the terms and conditions and are for reference purposes only.
- References to a statute will be construed to include all amending or replacement Acts of Parliament, Statutory Instruments and Regulations and, in other jurisdictions within the **Territorial Limits**, any equivalent statutes or laws.
- Words in the singular shall include the plural and vice versa.
- Words implying the masculine will be considered as also implying the feminine.

## Contract of Insurance

### Introduction

Thank you for purchasing Combined Property, Liability and Legal Protection Insurance from Matrix Underwriting Management limited (MUML).

This **Policy** provides an extensive range of potential cover arranged in two **Parts** and then in **Sections**.

**Part A**, Commercial Property is underwritten by Matrix Underwriting Management Limited on behalf of AmTrust Specialty Limited

**Part B**, Employers Liability, Public Liability, Products Liability, Commercial Legal Protection and Employment Legal Protection is underwritten by Matrix Underwriting Management Limited on behalf of Irwell Insurance Company Limited

The Policy is designed to allow **You** and/or **Your** insurance adviser to select cover suitable for the demands and needs of **Your Business**. The **Sections** of cover **You** have chosen for **Your Business** are stated in the **Schedule**, which forms part of this contract. The contents table at the beginning of this **Policy** will help **You** find **Your** way around.

**Your Policy** is subject to **Endorsements**, which may add conditions or exclusions or make other amendments to this **Policy** which are specific to **Your Business**.

This **Policy** is a legal contract between **You** and **Us** and is made up of this document, the **Schedule** and any **Endorsements**. **We** and **You** are free to choose the law applicable to this **Policy**. Unless specifically agreed otherwise this **Policy** will be governed by English law and subject to the exclusive jurisdiction of English courts

**We** (the **Insurer**) have given written delegated authority to our **Binding Underwriter** (Matrix Underwriting Management Limited ("MUML") to underwrite on **Our** behalf. Details of the **Insurer(s)**, **Binding Underwriter** and Unique Market Reference number are as stated in the **Schedule**.

### Certification of Cover

This **Policy** is issued to **You** by Matrix Underwriting Management Limited ("MUML") in its capacity as **Our** agent, under the contract reference (UMR) shown in the Schedule. **MUML** is also referred to as the **Binding Underwriter**

In exchange for **You** paying the premium amount referenced in **Your Schedule**, **You** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **Your Policy**.

#### Part A – Commercial Property

#### Part B – Employers Liability, Public Liability, Products Liability, Commercial Legal Protection and Employment Legal Protection

Signed by



David Haynes

Authorised signatory of Matrix Underwriting Management Limited

## It is important that You:

- read and review any information **You** or **Your** insurance adviser provide to **Us**, including any Statement of Fact if applicable, and ensure that it is correct, complete and free of any misrepresentation;
- check that **Your Policy** (including any **Endorsements**), the **Sections**, **Schedule**, and **Limits of Indemnity** are those which **You** have requested;
- understand the **Endorsements**, General Exclusions (such as the Cyber & Data Exclusion) and the specific Exclusions applying to each **Section**, to ensure they are compatible with **Your Business**;
- understand and comply with **Your** duties under this **Policy**;
- if any part of **Your Policy** requires an amendment please return for correction to, if applicable, **Your** insurance adviser or to **Our Binding Underwriter**.

Alterations in the cover required after this **Policy** is issued will be confirmed by a separate **Endorsement** and/or **Schedule**. **You** should keep these with **Your Policy** document in a safe place in case **You** need to refer to it.

## Enquiries

If **You** have any questions or enquiries, or do not understand anything in relation to this **Policy**, please contact **Your** insurance adviser.

## Complaints

**We** are committed to providing a high-quality service to **You**. If there is an occasion when **Our** service does not meet **Your** expectations, please refer to the 'How to Complain' procedure within this document.

## Choice of Law

This **Policy** is a legal contract between **You** and **Us**. **We** provide this insurance in return for the premium **You** have paid or have agreed to pay. **We** and **You** are free to choose the law applicable to this **Policy**. Unless specifically agreed otherwise, this **Policy** will be governed by English law and subject to the exclusive jurisdiction of the English courts.

## Our Liability

**Insurers** liability under this contract is several and not joint with other insurers that may be party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

## The Insurance Act 2015

This important new legislation includes clarification of the duties and remedies between **You** and **Us** in the following key areas:

- **Your** duty of fair presentation to **Us**.
- The remedies **We** have for non-disclosure, misrepresentation and fraudulent claims.

This **Policy**, unless modified or amended by **Endorsement**, does not contract out of the Insurance Act 2015.

Any contracting out of the Insurance Act 2015 will be clearly identified and explained by specific **Endorsement**. It is important that **You** should pay special attention to any such **Endorsement**, which may apply depending on the trade or particular risks involved.

## Your Duty of Fair Presentation

If the policy is for a partnership, a sole trader, a limited company or other legal person:

### The information we need to know

**We** need to understand the risk that **We** are going to insure. By law the person buying the policy has to do what they can to help **Us** assess that risk. They need to do this before the policy starts, at each renewal and when they make any changes.

This means they must:

- a) tell **Us** all material facts which they know or should know.
- b) tell **Us** in a way that is clear and easy to understand.
- c) be honest and make sure that what they tell **Us** is correct.

A 'material fact' is information that would help **Us** decide:

- whether to offer the policy or not and, if so,
- the terms of that policy.

This means:

(a) if the policy is for a person - for example a sole trader or individual partner - **We** need to know:

- what they know and what anybody who arranges this policy knows.
- what a reasonable search of the information available to them should show.

(b) if the policy is not for a person but an organisation, for example, a limited company or partnership, **We** need to know:

- what senior managers know. These are the people who have a significant role in making decisions about running the organisation or how it is set up.
- what anybody who is responsible for buying this policy knows.
- what a reasonable search of the available information should show. This may be within the organisation (for example with subsidiaries, affiliates, the broker or anyone else the policy will cover). A reasonable search could include making enquiries, but other methods may also be reasonable.

Whoever the policy is for, for example subsidiaries, affiliates (or anyone else), the enquiries must include them. If the enquiries do not include them, **We** need to know this.

### Important Information

If **we** do not have all the material facts before the policy starts or when there is a change to the policy, there are a number of possible outcomes. These depend on why **We** don't have all those facts. If the reason the person buying the policy didn't give **Us** the material facts:

- was deliberate or reckless,
  - **We** can cancel the policy. **We** do not have to pay any claims, and **We** can keep all the premiums **We** have received.
- was not deliberate and not reckless, but if **We** had known the material facts, **we** would not have accepted the policy on any terms,
  - **We** can cancel the policy and do not have to pay any claims, but in that case **We** will refund the premium.
- was not deliberate and not reckless, but if **We** had known the material facts, **We** would have applied different terms to the policy,
  - **We** can add those different terms with effect from the start date (or the date of the change to the policy).
- was not deliberate and not reckless, but if **We** had known the material facts, the premium would be higher,
  - **We** will pay any claim as a proportion of the premium that **We** charged compared to the higher premium that **We** would have charged.

For example: **We** didn't know all the material facts and charged a premium of £200. If **We** had known all the material facts, the premium would have been £400. So, the premium is half what it should be. This means that for any claim that **We** receive, **We** will work out what to pay and then pay half. So, if **We** received a valid claim for £200, **We** would pay half of that, which is £100.

## Notifying any changes during the policy period

**Your** failure to promptly notify **Us** of changes in the information **You** have provided may adversely affect **Your Policy** or **Your** ability to make any claim, in whole or part. Claims arising from or connected to a material change to **You** or **Your Business** or the risks insured, as compared to the information **You** declared at the inception of this **Policy** may be excluded unless covered by an express extension or **Endorsement** to this **Policy**.

If **You** become aware at any time during the **Period of Insurance** of material changes to the information **You** provided to **Us** (for example, due to new developments in **Your Business**), **You** or **Your** insurance adviser must inform **Our Binding Underwriter** as soon as reasonably practicable.

**We** will be entitled to revise the premium and/or the terms of this **Policy** (retrospectively if appropriate), to reflect the material change and/or to exercise **Our** right to cancel this **Policy**. If **You** are late in notifying **Us** of any inaccuracy or material change and **We** would have cancelled this **Policy** if **You** had notified **Us** as soon as reasonably practicable, **We** will be entitled to treat this **Policy** as if it had been cancelled by **Us** after **You** should have notified **Us**.

Once **We** have been notified of any material change, **We** will advise **You** if this affects **Your Policy**. **You** will pay any additional premium due and confirm **Your** acceptance of any amended terms within thirty (30) days of being notified of such changes by **Us**. **We** may decide simply to note the change for the purpose of review prior to renewal.

## Your duties under the Policy

The **Policy** includes details of what **You** must do in order to comply with the terms on which **We** provide cover. Each **Section** includes details of **Your** duties applying to that specific **Section**, including some duties which apply only to specific extensions of cover. The General Conditions and General Exclusions include duties which apply to more than one **Section**.

**You** must take time to understand **Your** duties in relation to this **Policy**. If **You** overlook or fail to comply with **Your** duties **You** may adversely affect **Your Policy** or **Your** ability to make any claim, in whole or part.

The Making a Claim Section includes duties relating to the claim process.

## Conditions Precedent to Our Liability

This **Policy**, unless modified or amended by **Endorsement**, does not include conditions precedent to **Our** liability.

Any conditions precedent to **Our** liability will be clearly identified and explained by specific **Endorsement**. It is important that **You** should pay special attention to any such **Endorsements**, which may apply depending on the trade or particular risks involved. Failure to comply with a condition precedent may result in a loss of cover or an inability to make a claim.

## Non-payment of premium

In the event that **You** do not pay the promised premium to **Your** insurance adviser or **Us** within the agreed time limit for such payment this **Policy** is cancelled from its start date which means that **You** have never had any cover or protection from this **Policy**.

## Compliance with Terms and Conditions

**You** must comply with all terms and conditions in this **Policy** and, if **We** request it, provide such proof of compliance at **Your** expense as **We** may reasonably require. **You** will be liable to **Us** for loss caused by any breach of terms or conditions, which may include any increase in **Our** liability under this **Policy** caused by **Your** breach.

## How do I cancel this insurance policy?

### Your Cancellation Rights

#### Prior to the start of the Period of Insurance

If **You** decide to cancel this **Policy** and **You** provide **Us** with **Your** written instruction before the start of the **Period of Insurance** and no cover is to be provided by **Us**, **You** will be entitled to a full refund of the premium.

### During the cooling-off period of fourteen (14) days

**You** have the statutory right to cancel this **Policy** within fourteen (14) days from the purchase of this **Policy** or its renewal date or from the day on which **You** receive this **Policy** or renewal documentation, whichever is the later.

- To cancel this Policy please write to **Your** insurance adviser or **Our Binding Underwriter** to confirm **Your** requirements.
- Upon receiving **Your** instructions **We** will cancel this **Policy**:
  - where **You** request that no cover is to be provided by **Us**, **You** will be entitled to a full refund of premium; alternatively
  - where **You** request this **Policy** coverage to be operative for a limited number of days within the cooling-off period **You** will be entitled to a refund of premium paid, less a deduction for any time for which **We** have provided cover. This is calculated in proportion to the time **We** have provided cover provided there have been no claims or circumstances that have occurred which may give rise to a claim under this **Policy**, in which case no premium will be refunded.
- If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the full premium.

### After the cooling-off period

**You** may cancel this **Policy** at any time by giving notice in writing to **Your** insurance adviser or **Our Binding Underwriter**.

- Upon receiving **Your** instructions, **We** will cancel this **Policy** and provided there have been no claims or circumstances that have occurred which may give rise to a claim under this **Policy**, **You** will be entitled to a refund of premium paid less a deduction for any time **We** have provided cover. This is calculated in proportion to the time **We** have provided cover unless a minimum premium has been accepted by **You** increases this calculated amount.
- Cancellation outside the cooling-off period may also incur an additional charge of up to 10% of the annual premium, to cover the administrative cost accepted by **You** for providing the insurance.
- If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.
- If this policy is cancelled after the cooling-off period **You** must return to **Us** any employer's liability certificate if one was issued.

### Our Cancellation Rights

**We** can cancel this insurance by giving **You** thirty (30) days' notice in writing.

**We** will only do this for a valid reason.

Examples of valid reasons are as follows but these are not limited to:

1. non-payment of premium in which case cancellation is effective from the start date of the **Period of Insurance**. This has the same effect as if **You** have never had any cover or protection from this **Policy**.
2. a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
3. **Your** non-cooperation or failure to supply any information or documentation **We** request;
4. **Your** threatening or abusive behaviour or use of threatening or abusive language.

If this **Policy** is cancelled then, provided a claim or the possibility of a claim has not been notified to **Us**, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered.

If **We** decide to cancel this **Policy**, **We** or **Our Binding Underwriter** will do so by sending **You** a letter of cancellation to **Your** last known address.



# Registered details of the parties

## The Insurers

### **AmTrust Specialty Limited**

AmTrust Specialty Limited, whose registered office is at Exchequer Court, 33 St Mary Axe, London EC3A 8AA United Kingdom (01229676). The Insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services number 202189. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk)

### **Irwell Insurance Company Limited**

Irwell Insurance Company Limited who are registered in England, registration number 02887406. Registered Office: 2 Cheetham Hill Road, Manchester, M4 4FB. Irwell is authorised by the Prudential Regulatory Authority and is authorised and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. PRA Registration No. 202897.

### **Matrix Underwriting Management Limited (also referred to as the Binding Underwriter)**

Whose registered office is at Hornigals Little Tay Road, Feering, Colchester, Essex, England CO5 9RS (registered number 07448162). Matrix Underwriting Management Limited is regulated by the Financial Conduct Authority, financial services number 537923. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk)

## How to Complain – Part A (AmTrust Specialty Limited)

### Complaints about your policy or how it was sold to you

If **You** have a query or complaint about:

- the process of buying the **Policy**, or
- how the **Policy** is administered,

**You** should speak to the broker who sold the **Policy** to **You**.

### Complaints about a claim

If **You** want to make a complaint about a claim, please contact **Us**:

Complaints Department  
AmTrust Specialty Limited  
New Castle House  
Castle Boulevard Nottingham  
NG7 1FT

Email: [asl.complaints@amtrustgroup.com](mailto:asl.complaints@amtrustgroup.com)

Telephone: 0115 934 9852 (lines are open 9am to 5pm, calls are charged at standard rate)

**We** will contact **You** within five days of receiving **Your** complaint to tell **You** what action **We** are taking. **We** will try to resolve the complaint within four weeks. If it will take longer than four weeks, **We** will explain the current position and tell **You** when to expect a response.

### Taking your complaint to the Financial Ombudsman Service (FOS)

If **You**:

- are not happy with the final response to **Your** complaint, or
- **You** have not received a response within eight weeks of the date **You** made the complaint,

**You** may be able to take the complaint to the FOS, but **You** must do this within six months. **You** can find more information at:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS is there to help resolve complaints when **You** are not happy with the response **You** have received. The service it offers is free and independent. Its contact details are:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers.)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This complaints procedure does not affect **Your** legal rights.

## Financial Services Compensation Scheme (FSCS)

AmTrust Specialty Limited is covered by the FSCS. You may be able to get compensation from the FSCS if AmTrust goes out of business and can't meet its commitments under this contract. This might, for example, be a claim that it cannot pay, or a refund it owes you. You can get more details from:

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Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

Tel: For UK callers: 0800 678 1100 (free phone)

Tel: For callers from abroad: +44 (0) 20 7741 4100

Web: [www.fscs.org.uk](http://www.fscs.org.uk)

## How to Complain – Part B (Irwell Insurance Company Ltd)

### If your complaint is about the way a Policy was sold to you

If **You** complaint is about the way a **Policy** was sold to **You**, please contact the insurance adviser who sold the **Policy** to **You**.

### If your complaint is about your claim

**We** are committed to providing a high level of service, but if **You** believe that **We** have not delivered the service **You** expected from **Us**, please let **Us** know so that **We** can put things right. If **You** wish to make a complaint, please contact:

The Complaints Officer  
Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB

Email: complaints@irwell.co.uk  
Telephone: 0344 892 0164

**We** will contact **You** within 3 days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve **Your** complaint within 4 weeks. If it will take **Us** longer, **We** will explain why and let **You** know when **You** can expect **Our** final response.

### Referring Your complaint to the Financial Ombudsman Service

If **You** are not happy with **Our** response to **Your** complaint, or **You** have not received a response within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service can review complaints from 'eligible complainants', but **Your** complaint must be submitted to them within 6 months of receiving **Our** final response.

Further information can be found at:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service exists to help resolve complaints when **We** have not been able to resolve matters to **Your** satisfaction.

The service they provide is free and impartial.

### You can contact the Financial Ombudsman Service using the following details:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Telephone: 020 7964 1000  
Fax: 020 7964 1001  
Email: complaint.info@financial-ombudsman.org.uk  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaints procedure does not affect **Your** legal rights.

## Financial Services Compensation Scheme

The **Insurers** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Such claims are protected for 90% without any upper limit. For compulsory classes of insurance, the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

FSCS contact details:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY

|                                      |  |
|--------------------------------------|--|
| Email:                               | <a href="mailto:enquiries@fscs.org.uk">enquiries@fscs.org.uk</a> |
| Telephone (for UK callers):          | 0800 678 1100 (freephone)  |
| Telephone (for callers from abroad): | +44 (0) 20 7741 4100   |
| Web:                                 | <a href="http://www.fscs.org.uk">www.fscs.org.uk</a>             |

## Part A Important Information

AmTrust Specialty Limited (AmTrust) will keep **your** personal information safe and private. AmTrust follows all laws that protect **your** privacy. Under the laws, AmTrust is responsible for handling **your** personal information as Data Controller. Here is a simple explanation of how and why it does this. For more details visit the website at [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn)

### What AmTrust does with your personal information

There are different reasons for using **your** information. AmTrust will need it to:

- give **you** this policy.
- contact **you** to ask if **you** want to continue with the policy.
- protect both **you** and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

AmTrust might need **your** information:

- to run through its computer systems to see if it can offer **you** this policy.
- to help **you** if **you** have any queries or want to make a claim.
- to give **you** information, products, or services that **you** ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about **your** health or any criminal convictions **you** might have. AmTrust might need this kind of information to decide if it can offer **you** this policy, or to help **you** with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **your** information with companies and people who provide a service to it, or to **you** on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

AmTrust might send **your** information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that **your** information is stored safely and processed in line with the law and this notice.

**You** can ask AmTrust to:

- provide **you** with the information it has about **you**.
- restrict or stop processing **your** information in certain occasions.
- if there are any mistakes or updates, **you** can ask AmTrust to correct them.
- delete **your** information (although there are some things it cannot delete).
- give **your** information to someone else involved in **your** policy.
- not use **your** information for marketing.

If **you** think AmTrust has done something wrong with **your** information, **you** should speak to the local data protection authority.

AmTrust will:

- not keep **your** information longer than it needs to. This is usually up to 10 years after **your** policy ends.
- only keep **your** information longer than 10 years if there is a business or regulatory reason for doing so.

If **you** have questions about how AmTrust uses **your** information, contact its Data Protection Officer. The contact details are on the website - [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn)

## Part B Important Information

The insurance provided by **Part B** of this **Policy** is underwritten by Irwell Insurance Company Limited who are registered in England, registration number 02887406. Registered Office: 2 Cheetham Hill Road, Manchester, M4 4FB. Irwell is authorised by the Prudential Regulatory Authority and is authorised and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. PRA Registration No. 202897.

### Use of Your Information by Irwell Insurance Company Limited

Irwell Insurance Company Limited (the Data Controller) is committed to protecting **Your** privacy in accordance with the current Data Protection Legislation as per the terms set out in the General Data Protection Regulations 2016 (GDPR) and the Data Protection Act 2018 (DPA). This fair processing notice sets out the details of the information that **We** may collect from **You**, as well as the ways in which **We** may process data relating to **You** and **Your** company. This notice should be read in conjunction with **Our** products terms and conditions. The specific company also acting as a data controller of **Your** personal information will be listed in the **Policy** documentation **We** provide to **You**.

Irwell Insurance Company Limited may process Personal Data in order to arrange **Your** insurance cover (including renewals and claims), to comply with a legal requirement, to administer accounts, for research and statistical purposes, to provide customer service, to perform credit checks, to engage in fraud prevention and market **Our** products and services and any other related purposes which may include underwriting decisions made via automated means. In addition, **We** may use it for the purposes more particularly described below.

Irwell Insurance Company Limited may share Personal Data with Peninsula Business Services Limited (including **Your** name, telephone number and address). **We** are sharing **Your** data to enable **Us** to fulfil a contractual obligation **We** have to **You**. Peninsula Business Services Limited provide and administer SafeCheck and will contact **You** to provide this service. Peninsula Business Services Limited will not share the outcome of any SafeCheck with **Us**. If **You** have any concerns about the way in which **Your** data is being handled by **Us** please get in touch:

The Data Protection Officer  
Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB

Telephone: 0344 892 0118  
Email: data.protection@irwell.co.uk

### What personal information do we collect and use?

For the provision of **Our** products in some circumstances, **We** may need to obtain and process more sensitive personal information about **You** and **Your** company, such as information relating to health, criminal convictions, or civil offence data. **We** may also process other sensitive personal information including details of **Your** race; ethnicity; religious or philosophical beliefs; political opinions; trade union membership; genetic or biometric data; or data concerning **Your** sex life or sexual orientation if relevant to **Your Policy** or claim.

This information once gathered may form part the underwriting of the **Policy** or form part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Any such data will only be used for the specific purposes set out in **Our** notice.

### How long will we keep Your data for?

**Your** data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention **Policy**. In most cases, the retention period will be for a period of ten years following the expiry of the insurance contract, the closure of **Your** claim, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

### Will Your data leave the United Kingdom?

**We** may store, process or transfer information **We** collect about **You** to destinations outside of the United Kingdom ("UK"). Where this happens, **We** ensure that **Your** information is treated securely using appropriate safeguards. For example, **We** would protect any transfer of data to another party with standard contractual clauses (SCCs) built in as part of the contractual obligations in accordance with GDPR legislation.

# Making a Claim

This part of **Your Policy** explains how to make a claim and explains **Your** obligations relating to the claims process.

## Our Claims Commitment to You

**We** aim to provide **You** with an efficient and easy to use claims service. To do this, **We** may use specially selected companies to deal with **Your** claim on **Our** behalf.

**We** will, throughout the claims process;

- Act with honesty and integrity.
- Keep **You** informed of any significant developments regarding the status of **Your** claim.
- Inform **You** if **We** cannot deal with any part of **Your** claim and provide a clear explanation of the reasons why.
- Provide **You** with the highest level of customer care at all times.

Where **Our** consent is required prior to incurring costs or taking other action relating to any claim, **We** will not unreasonably withhold or delay providing **You** with consent. This process protects **You** from incurring costs or taking action that is not covered by this **Policy**.

## Fraudulent Claims and Dishonest Acts

If **You**, or anyone acting on **Your** behalf, make a fraudulent or fraudulently exaggerated claim under this insurance, or otherwise seek dishonestly to deceive **Us** during the course of any claim, **We**:

1. will not be liable to pay the claim; and
2. may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
3. may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent or dishonest act.

If **We** exercise **Our** rights under 3 above, **We**:

- a) shall not be liable to **You** for any relevant event which occurs after the time of the fraudulent or dishonest act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (for example – if a loss is incurred or **You** make a claim or if **We** are notified of circumstances which may give rise to a claim); and
- b) need not return any premium paid.



## Part A Claim Conditions and How to Report a Claim

### Conduct and Control of Claims

#### You must:

1. give **MUML** notice in writing as soon as reasonably practicable, and in any event within thirty (30) days, after **You** become aware of any occurrence, third party claim or other circumstances which may give rise to a claim under this **Policy**;
2. notify **MUML** as soon as reasonably practicable, and in any event within seven (7) days, after receipt of any claim form, summons or other process served upon **You** which may give rise to proceedings covered by this **Policy**;
3. take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury** at **Your** own expense (some or all such expense may be recoverable depending upon the terms of this **Policy**);
4. not admit liability either verbally or in writing even if asked to do so by a third party;
5. not make or give any offer, promise, payment or indemnity in relation to any claim without **MUML's** prior written consent;
6. not waive any subrogation rights against a third party without **MUML's** prior written consent;
7. promptly provide **MUML** or **Our** chosen legal advisers and consultants with any information, assistance or cooperation which **MUML** or they may reasonably require in connection with investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any connected or related matters;
8. pay any applicable **Excess** when requested;
9. execute all such assignments and rights to any property for which a claim has been paid under this **Policy** as may be required by **Us**;
10. not abandon property except as authorised or required by **Us**;
11. in the event of property **Damage** **You** shall allow any person authorised by **Us** or **MUML** to:
  - A. enter or take possession of the **Building** or **Premises** where the loss occurred;
  - B. take possession of, or require to be delivered to **Us** or **MUML** **Damaged** property for all purposes including salvage.

### Defence and Discharge of Claim

At **Our** discretion **MUML** may, on **Our** behalf:

1. take full responsibility for conducting, defending or settling any claim in **Your** name;
2. take any action it considers necessary to enforce **Your** rights to defend any claim under this **Policy**;
3. at any time pay up to the **Limit of Indemnity** or any lesser amount for which a loss can be settled and **We** shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

### Arbitration

After **We** have accepted liability in writing should there be a dispute between **You** and **Us** as to the amount to be paid this can be referred to an arbitrator who will be appointed by **You** and **Us** in accordance with the law at the time. **You** may not take any legal action against **Us** over the dispute prior to the arbitrator having reached a decision.

### Subrogation

**We** are entitled to in **Your** name:

1. take the benefit of **Your** rights against another person prior to or after **We** have paid a claim;
2. take over the conduct, defence or settlement of a claim against **You** by another person;

and **You** must promptly provide **Us**, **MUML** or **Our** chosen specialist legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with 1 or 2 above.

### How to Report a Claim

- Should **You** need to report or make a claim to **Us**, please contact **MUML**, whose details are below. **You** may if **You** wish also advise **Your** insurance adviser to do this on **Your** behalf.  
**MATRIX UNDERWRITING MANAGEMENT LTD**  
tel: 01206 214 530 email- [QUOTES@MATRIXUNDERWRITING.CO.UK](mailto:QUOTES@MATRIXUNDERWRITING.CO.UK)
- It will be helpful when reporting a claim if **You** are able to advise the **Policy** number and brief details of the claim.

What to do in the event of a claim:

- **You** should take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury**. No prior approval is required.
- If possible, provide evidence in the form of photos of **Damage**, injury and documentation including quotes, invoices or receipts.
- **You** should not admit liability even if asked to do so by a third party.
- **You** shall give **Us** or **Our** representative all necessary assistance.
- All claims involving malicious **Damage** and/or theft must be reported to the Police as soon as reasonably practicable, and **You** should request a crime reference number.
- Complete and return any claim form sent to **You**, as soon as possible.

## Part B Claim Conditions and How to Report a Claim applicable to Sections 7 (Employers' Liability), 8 (Public Liability) and 9 (Products Liability)

### Conduct and Control of Claims

**You** must:

1. give **Us** notice in writing as soon as reasonably practicable, and in any event within thirty (30) days, after **You** become aware of any occurrence, third party claim or other circumstances which may give rise to a claim under this **Policy**;
2. notify **Us** as soon as reasonably practicable, and in any event within seven (7) days, after receipt of any claim form, summons or other process served upon **You** which may give rise to proceedings covered by this **Policy**;
3. take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury** at **Your** own expense (some or all such expense may be recoverable depending upon the terms of this **Policy**);
4. not admit liability either verbally or in writing even if asked to do so by a third party;
5. not make or give any offer, promise, payment or indemnity in relation to any claim without **Our** prior written consent;
6. not waive any subrogation rights against a third party without **Our** prior written consent;
7. promptly provide **Us** or **Our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any connected or related matters;
8. pay any applicable **Excess** when requested by **Us**;
9. not abandon property except as authorised or required by **Us**;

### Defence and Discharge of Claim

At **Our** discretion **We** may:

1. take full responsibility for conducting, defending or settling any claim in **Your** name;
2. take any action **We** consider necessary to enforce **Your** rights to defend any claim under this **Policy**;
3. at any time pay up to the **Limit of Indemnity** or any lesser amount for which a loss can be settled and **We** shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

### Arbitration

After **We** have accepted liability in writing should there be a dispute between **You** and **Us** as to the amount to be paid, this shall be referred to and finally resolved by arbitration under the LCIA (London Court of International Arbitration) Rules, whose Rules are deemed to be incorporated by reference to this clause.

The number of arbitrators shall be one.

The seat, or legal place, of arbitration shall be London.

The language to be used in the arbitral proceedings shall be English.

The governing law of this **Policy**, and which shall be applied by the arbitrator to any dispute, is the substantive law of England.

### Subrogation

**We** are entitled to in **Your** name:

1. take the benefit of **Your** rights against another person prior to or after **We** have paid a claim;
2. take over the conduct, defence or settlement of a claim against **You** by another person.

**You** must promptly provide **Us** or **Our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with 1 or 2 above.

## Part B How to Report a Claim applicable to Sections 7 (Employers' Liability), 8 (Public Liability) and 9 (Products Liability)

Should **You** need to report or make a claim to **Us**, please contact **Our** specialist claims handler DWF Claims Management & Adjusting, whose details are below. **You** may if **You** wish also advise **Your** insurance adviser or **Our Binding Underwriter** to do this on **Your** behalf.

DWF Claims Management & Adjusting  
Redcliff Quay  
120 Redcliff Street  
Bristol  
BS1 6HU

Claims telephone: 0344 892 3937  
Email: [irwell@dwfclaims.com](mailto:irwell@dwfclaims.com)

It will be helpful when reporting a claim if **You** are able to advise the **Policy** number and brief details of the claim.

### What to do in the event of a claim

**You** should take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury**. No prior approval is required.

If possible provide evidence in the form of photos of damage, injury and documentation including quotes, invoices or receipts.

**You** should not admit liability even if asked to do so by a third party.

**You** shall give **Us** or **Our** representative all necessary assistance.

Complete and return any claim form sent to **You**, as soon as possible.

## Part B Claim Conditions and How to Report a Claim, applicable to Section 10 (Commercial Legal Protection) & 11 (Employment Legal Protection)

Please note the terms under General Conditions applicable to Section 10 (Commercial Legal Protection) and Section 11 (Employment Legal Protection).

If **You** are involved in a legal dispute which cannot be resolved by using **Our** Helpline Service and needs to be reported as a claim under this **Policy**, please phone **Our** dedicated claims reporting line on **0344 892 0117**. All calls are recorded for training purposes.

Please have ready **Your Policy** number or the name of the organisation who sold **You** this **Policy**.

**Please note the following important information:**

- A. An **Insured Person** must report their claim to us on 0344 892 0117 as soon as the **Insured Person** becomes aware of any circumstances which could give rise to a claim under this **Policy**. **You** will need to provide confirmation that any other **Insured Person** has **Your** authority to claim.
- B. Be ready to provide as much information concerning the claim as possible. This may include details of employment contracts or agreements entered into with other parties, names and addresses of all parties involved, expert or medical reports and contact details of any witnesses. **We** may also ask an **Insured Person** to provide other information relevant to the claim as part of its assessment which may involve completing a claims form.
- C. This is a claims made insurance which means that claims must be notified to **Us** during **Your Period of Insurance**. If **Your Policy** expires and an **Insured Person's** claim is reported more than 14 days after the expiry date, **We** will not be able to assist with the claim.
- D. **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to General Exclusion 1 applicable to **Sections 10 and 11**).
- E. Under no circumstances should an **Insured Person** instruct their own lawyer, accountant or legal representative or incur any costs before **We** have accepted the claim as **We** will not pay any costs incurred without **Our** agreement. Unless it is necessary to start legal proceedings (starting an action in a court to settle a dispute) or if there is a conflict of interest (where **Our** chosen **Appointed Adviser** cannot act for an **Insured Person** as to do so would breach their professional code of conduct), **We** will appoint **Our** own **Appointed Adviser** to act on the **Insured Person's** behalf if **We** accept **Your** claim.
- F. **We** will always choose the **Appointed Adviser** in any claim where **We** are liable to pay a compensation award. This means **We** will always choose the **Appointed Representative** for any claim arising under **Insured Incidents 2(d) – Data Protection Breaches under Section 10 and Insured Incident 2 – Employment Compensation Awards under Section 11**.
- G. Once all relevant information has been received, an assessment of an **Insured Person's** claim will be conducted, and **We** will let the **Insured Person** know if **We** can help. Please note that **Reasonable Prospects of Success** must be present throughout the duration of any claim and cover could be withdrawn if at any stage **Reasonable Prospects of Success** no longer exist which could be as a result of new information emerging regarding the claim or as legal arguments develop.
- H. If **We** are unable to cover an **Insured Person's** claim, **We** will explain the reasons why and discuss any other available methods (which may be at the **Insured Person's** expense) to help achieve a successful outcome.

If **You** need to write to **Us**, **You** can do so at the following address:

Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester, M4 4FB  
Alternatively, **You** can email **Us** at [claims@irwell.co.uk](mailto:claims@irwell.co.uk)

Or **You** can telephone: 0344 892 0117

Please ensure to include **Your Policy** number on all correspondence

## General Definitions

The following definitions apply to this **Policy** and will keep the same meaning wherever they appear in bold type unless amended by a **Part** or **Section** Definition. In the case of any conflict between the General Definitions and a **Part** or **Section** Definition, the Definition in the **Part** will take preference over the General Definition and in turn a **Section** definition will prevail over both **Part** and General Definitions.

|                            |  |
|----------------------------|--|
| <b>Aggregate</b>           | Is the total amount <b>We</b> will pay in any one <b>Period of Insurance</b> for any and all claims.   |
| <b>Asbestos</b>            | <b>Asbestos</b> , <b>Asbestos</b> fibres or any derivatives of <b>Asbestos</b> including any substance or product containing any <b>Asbestos</b> fibres or derivatives.  |
| <b>Authority</b>           | Any governmental or statutory <b>Authority</b> or other body implementing or enforcing legislation or regulation, including bye-laws of any municipal or local <b>Authority</b> , or European Union Directive, within the <b>Territorial Limits</b> .  |
| <b>Binding Underwriter</b> | Is the legal entity which <b>We</b> have authorised under contract to underwrite and bind insurance on <b>Our</b> behalf, their details are:<br>Matrix Underwriting Management Ltd<br>Hornigals<br>Little Tey Road<br>Feering<br>Essex<br>CO5 9RS  |
| <b>Bodily Injury</b>       | <b>Bodily Injury</b> including physical injury, death, disease or illness (including but not limited to mental anguish or shock).  |
| <b>Buildings</b>           | The building(s) situated at the <b>Premises</b> as stated in the <b>Schedule</b> will include; <ol style="list-style-type: none"> <li>1. fixtures and fittings and landlords' fixtures and fittings;</li> <li>2. tenants' improvements for which the landlord is responsible under the terms of the lease or other agreement under which the property is let;</li> <li>3. outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences and lamp posts;</li> <li>4. walls, gates and fences;</li> <li>5. drains, sewers, piping, ducting, cables, wires, service pipes and conduits extending to the public mains;</li> <li>6. yards, car parks, roads, footpaths and forecourts, all constructed of solid materials;</li> <li>7. all fixed glass including in windows doors and fanlights;</li> <li>8. signs and fascias;</li> <li>9. fixed sanitary ware.</li> </ol> All belonging to <b>You</b> or for which <b>You</b> are legally responsible. |
| <b>Building Works</b>      | Any works that include removal or alteration of load bearing walls, construction of new buildings and extensions, underpinning, demolition of the whole or any part of any building, re-roofing, and installation of cavity wall insulation at the <b>Premises</b> .   |
| <b>Business</b>            | As described in the <b>Schedule</b> conducted within the <b>Territorial Limits</b> including: <ol style="list-style-type: none"> <li>1. the ownership maintenance and repair of <b>Premises</b> owned or occupied by <b>You</b>;</li> <li>2. <b>Your</b> provision and management of canteen, sports, social or welfare organisations for the benefit of <b>Employees</b> and ambulance first aid fire medical and security services;</li> <li>3. <b>Your</b> participation in exhibitions;</li> <li>4. the execution of private duties in connection with the <b>Business</b>, undertaken with <b>Your</b> prior written consent by <b>Employees</b> for any <b>Business Partner</b>, or director of <b>Yours</b>.</li> </ol>   |
| <b>Business Hours</b>      | <b>Your</b> usual office or trading hours and the working hours (including overtime) during which <b>You</b> , a director, <b>Business Partner</b> or <b>Employee</b> are on the <b>Premises</b> for the purpose of the <b>Business</b> .  |
| <b>Business Partner</b>    | Any person in <b>Business</b> with <b>You</b> under the terms of a partnership agreement whether express or implied or under legislation.  |
| <b>Consequential Loss</b>  | Loss resulting from interruption of, or interference with, the <b>Business</b> carried on by <b>You</b> at the <b>Premises</b> in consequence of loss or destruction of, or <b>Damage</b> to, property used by <b>You</b> at the <b>Premises</b> for the purpose of the <b>Business</b> .  |
| <b>Contract Works</b>      | The temporary or permanent works executed (or in the course of execution) by <b>You</b> or on <b>Your</b> behalf, in the performance of any contract, including materials supplied, by reason of the contract and other materials or plant for use in connection with it.  |
| <b>Damage/Damaged</b>      | Physical loss, destruction or <b>Damage</b> to tangible property.  |

|   |  |
|---|--|
| <b>Employee (applicable to Part A only, refer separate definition for Part B)</b> | Any person under a contract of service or apprenticeship with <b>You</b> ; including: <ul style="list-style-type: none"> <li>A. Any person who is hired to or borrowed by <b>You</b>;</li> <li>B. Any person engaged by <b>You</b> in connection with work experience or training scheme;</li> <li>C. Any labour master or person supplied by him under <b>Your</b> control or supervision;</li> <li>D. Any self-employed person working on a labour only basis under <b>Your</b> control or supervision;</li> <li>E. Any voluntary helper;</li> <li>F. Any person working under a community service order made pursuant to criminal justice legislation.</li> </ul> |
| <b>Endorsement</b>  | A written attachment forming part of this <b>Policy</b> noting any modifications or amendments in this <b>Policy</b> .   |
| <b>Excess</b>   | The first amount as stated in this <b>Policy</b> or <b>Schedule</b> payable by <b>You</b> in relation to each and every claim under this <b>Policy</b> and if applicable will be payable after the application of the underinsurance condition (see page 54).  |
| <b>Limit of Indemnity</b>   | The maximum amount <b>We</b> will pay as stated in the <b>Schedule</b> .   |
| <b>North America</b>  | Means the United States of America or Canada or their territories, possessions or protectorates.   |
| <b>MUML</b>   | Matrix Underwriting Management Limited   |
| <b>Notifiable Asbestos</b>  | <b>Asbestos</b> that by the Control of Asbestos Regulations 2012 is required to be handled, removed, stripped out, demolished, stored, transported or disposed of by a Health and Safety Executive (HSE) licensed contractor.  |
| <b>Offshore</b>   | From the time of embarkation onto a vessel or aircraft at the point of final departure for conveyance to <b>Offshore</b> installations until the time of final disembarkation from a vessel or aircraft from such <b>Offshore</b> installations onto land.   |
| <b>Part</b>   | This Policy is divided into two Parts, Part A and Part B, each Part is insured by a separate Insurer whose name and Unique Market Reference Number ( <b>UMR</b> ) is shown in the <b>Schedule</b> against each relevant <b>Part</b> and <b>Section</b> of the <b>Policy</b> .  |
| <b>Period of Insurance</b>  | The period stated in the <b>Schedule</b> (both days inclusive).  |
| <b>Personal Possessions</b>   | <b>Personal Possessions</b> including clothing (but not whilst being worn) excluding audio, visual and telecommunications equipment, money, watches and jewellery.   |
| <b>Policy</b>   | The contract of insurance which is made up of this document, the <b>Schedule</b> , and any <b>Endorsements</b> .   |
| <b>Premises</b>   | The <b>Buildings</b> and the land inside the boundaries at the risk address(es) stated in the <b>Schedule</b> used for the <b>Business</b> .   |
| <b>Products</b>   | Any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, altered, erected, installed or treated, by or on <b>Your</b> behalf, in connection with the <b>Business</b> and no longer in <b>Your</b> charge or control.  |
| <b>Schedule</b>   | Attaching to this <b>Policy</b> which incorporates <b>Your</b> details and the scope of coverage provided by this <b>Policy</b> .  |
| <b>Section</b>  | That part of this <b>Policy</b> which states the detail of the coverage provided and shown as operative in the <b>Schedule</b> .   |
| <b>Sum Insured</b>  | The maximum amount as stated in the <b>Schedule</b> unless otherwise stated in any applicable <b>Section</b> .   |
| <b>Territorial Limits</b>   | Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.   |
| <b>Unoccupied / Unoccupancy Unattended</b>  | When the <b>Premises</b> are closed for <b>Business</b> and <b>Unattended</b> for a period in <b>Excess</b> of thirty (30) consecutive days.<br><br>After <b>You</b> or <b>Your Business Partners</b> , directors, <b>Employees</b> or any persons authorised by <b>You</b> have left the <b>Premises</b> .  |
| <b>We/Us/Our/Insurer(s)</b>   | The insurer(s) <ul style="list-style-type: none"> <li>• Where this definition appears in a section of the <b>Policy</b> with relates to <b>Part A</b>, the <b>Insurer</b> is Amtrust Specialty Limited.</li> <li>• Where this definition appears in a section of the <b>Policy</b> with relates to <b>Part B</b>, the <b>Insurer</b> is Irwell Insurance Company Limited.</li> <li>• Where this definition appears within a general section of the <b>Policy</b>, the <b>Insurers</b> are both Amtrust Specialty Limited and Irwell Insurance Company Limited</li> </ul>   |
| <b>You/Your/Yourself (Not applicable to Section 10 and 11)</b>                    | The person, company or any other legal entity stated in the <b>Schedule</b> together with any other additional parties named and agreed by <b>Us</b> . In the event of the death of any person, their personal representatives, but only in respect of legal liability incurred in connection with the <b>Business</b> .   |



## General Exclusions – applicable to Section 1–9.

The following General Exclusions apply to **Policy Sections 1-9** and will keep the same meaning wherever they appear unless an alternative is stated to apply. They operate only as Exclusions of cover and do not extend the cover provided by this **Policy** in any way. General Exclusions operate in addition to the **Section** and **Part** Exclusions unless stated expressly not to apply.

The following General Exclusions numbered 1, 3, 4, 5, 6, 8, and 10 shall not apply to **Section 7** (Employers' Liability) of the **Policy**.

### 1 Asbestos Exclusion

This **Policy** does not cover **Damage**, loss or legal liability arising from or contributed to by:

- A. the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, **Products** or materials containing **Asbestos**;
- B. inhalation or ingestion of **Asbestos**;
- C. exposure to or fear of the consequences of exposure to **Asbestos**;
- D. the presence of **Asbestos** in any property or **Buildings** or on land;
- E. investigating managing removing controlling or remediation of **Asbestos**.

However, in respect of **Part A**, if an Insured building or structure has **Asbestos** physically incorporated within it, **We** will cover **Damage** to the whole or any part of that building or structure including the **Asbestos**, if caused by fire, lightning, explosion, aircraft, earthquake or underground fire.

### 2 Biological or Chemical Materials Exclusion

This **Policy** does not cover **Damage**, loss or legal liability arising from, relating to or contributed to by the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials

### 3 Building Works

**We** will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused by or arising out of **Building Works** at the **Premises**.

### 4 Confiscation Requisition Exclusion

This **Policy** does not cover **Damage**, loss or legal liability arising from delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

### 5 Industries Gradual Seepage, Pollution and Contamination Exclusion

This **Policy** does not cover loss or legal liability arising from:

- A. **Bodily Injury** or **Damage** to, or loss of use of property caused by seepage, pollution or contamination. This paragraph A. shall not apply to liability for **Bodily Injury** or **Damage** to or destruction of tangible property, or loss of use of such property **Damaged** or destroyed, where such seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected incident which takes place in its entirety at a specific time and place originating from within the **Territorial Limits** during the **Period of Insurance**;
- B. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected incident which takes place in its entirety at a specific time and place originating from within the **Territorial Limits** during the **Period of Insurance**;
- C. Fines, penalties, punitive or exemplary damages associated with A. or B. above.

For the purpose of this Exclusion polluting or contaminating substances include but are not limited to, smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

### 6 Insolvency Exclusion

This **Policy** does not cover **Damage**, loss or legal liability arising out of or contributed to by **Your** bankruptcy, insolvency, liquidation, winding up, administration or arrangement with creditors or insufficient funding.



#### 7 **Material Change of Insured Risks**

This **Policy** does not cover **Damage**, loss or legal liability arising from or connected to a material change to **You, Your Business** or the risks insured, as compared to the situation which applied at the inception of this **Policy**, unless covered by an express extension or **Endorsement** to the **Policy**

#### 8 **North America Domiciled and Jurisdiction Exclusion**

This **Policy** does not cover **Damage**, loss or legal liability arising out of domiciled operations in **North America**, or in respect of any claim which is made within the legal jurisdiction of **North America** other than to the extent cover is provided under extension 7 Overseas **Business** and Personal Liability of **Section 8 - Public Liability**.

#### 9 **Offshore Installations Exclusion**

This **Policy** does not cover **Damage**, loss or legal liability arising out of **Offshore** installations as defined in the Health and Safety at Work etc. Act 1974 and the **Offshore** Installations and Pipeline Works (Management and Administration) Regulations 1995 or any similar legislation, irrespective of whether such installations are located in territorial or international waters.

#### 10 **Punitive and Exemplary Damages Exclusion**

This **Policy** does not cover the payment of, or any legal liability for the payment of, fines, penalties, liquidated damages, punitive, aggravated or exemplary damages.

# General Conditions – applicable to all Sections of the Policy

The following General Conditions apply to all **Policy Sections** and will keep the same meaning wherever they appear unless an alternative is stated to apply.

## 1 Access

**You** will allow **Us** access at reasonable times to examine any property insured.

## 2 Change of Risk or Interest

This **Policy** shall cease to be in force if: A. **Your** interest in the **Business** ends, other than by death; B. the **Business** is to be wound up or carried on by a liquidator, administrator or receiver or permanently discontinued unless **We** otherwise agree in writing.

## 3 Compliance

To the extent that this **Policy** requires anything to be done or complied with by **You**, **You** shall provide such proof of compliance as **We** may require at **Your** expense.

Without limiting any of **Our** other rights, in the event that **You** breach any term or condition in **Your Policy**, **We** may reject or reduce claims to the extent that **Our** liability under this **Policy** has been incurred or increased by reason of the breach.

## 4 Contracts (Rights of Third Parties) Act 1999

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

## 5 Cross Liability

If more than one party is named as the **Insured**, **We** will treat each party as if a separate **Policy** had been issued to each insured provided that **Our** liability to all parties indemnified shall not exceed the total **Limit of Indemnity** or **Sum Insured** as stated in the **Schedule**.

## 6 Inspection and Audit

**We** will be permitted to inspect the **Premises** and the means of storing or recording **Your** books and records and to examine and audit **Your** books and records at any time during the **Period of Insurance**, any extension of the **Period of Insurance** and within three (3) years after the final termination of this **Policy**, as far as they relate to the premium basis or the subject matter of this insurance, and to verify any statements of accounts receivable submitted by **You** and the amount of accounts receivable on which **We** have made any settlement.

## 7 Law and Jurisdiction

This **Policy** will be governed by English law and subject to the exclusive jurisdiction of English courts.

## 8 Reasonable Precautions

**You will:**

- A. take all reasonable precautions to prevent any event which may give rise to a claim under this **Policy**;
- B. take all reasonable precautions to comply with all statutory requirements and regulations imposed by any **Authority**.

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### Helpful Information

#### Reasonable Precautions

Reasonable precautions that may apply to **Your Business** include:

1. maintaining access roads, paths, **Premises**, machinery, equipment and furnishings in a good state of repair;
2. exercising care in the selection and supervision of **Employees**;
3. complying with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons;
4. keeping all stairways, passageways, fire exit doors and any other routes of escape clear at all times;
5. carrying out maintenance or work necessary to maintain security as soon as possible after it is discovered.

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## 9 Sanctions

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

## 10 Survey Requirements

**You** will comply with all requirements which **We** may specify following any survey **We** commission in relation to **Your Business** within the time limits specified by **Us** and remain in compliance throughout the remaining **Period of Insurance** and any subsequent **Period of Insurance**.

**Policy Cover Part A**

**SECTIONS 1-6**

**PROPERTY SECTIONS**

# Section 1 – Property Damage

## Insuring Clause

In the event of accidental **Damage** occurring during the **Period of Insurance** to any property insured at the **Premises** stated in the **Schedule** within the **Territorial Limits** (unless specifically excluded by this **Policy**) **We** will pay **You** the value of the property or the amount of the **Damage** at the time of loss or, at **Our** option, repair, replace or reinstate, in accordance with the provisions of this **Section**.

**Our** liability in any one **Period of Insurance** will not exceed:

1. the **Sum Insured**; or
2. the **Sum Insured** for any one item; or
3. any other specified limit;

as stated in this **Policy** or **Schedule**.

For the purposes of this **Section**, all storm or flood **Damage** losses or occurrences happening within seventy-two (72) consecutive hours of a storm or flood starting will be deemed to be a single claim.

## Definitions

The following definitions apply to this **Section** and will have the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 1** Definition, the Definitions in **Section 1** shall prevail.

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|                 |  |
|-----------------|--|
| <b>Contents</b> | <p>Contents within the <b>Buildings</b> when not Insured separately as a specified item in the <b>Schedule</b> shall include the following property owned by <b>You</b> or for which <b>You</b> are contractually responsible for:</p> <ol style="list-style-type: none"><li>1. fixtures and fittings;</li><li>2. machinery and plant;</li><li>3. computers and office equipment (excluding software)</li><li>4. all fixed glass including in windows doors and fanlights;</li><li>5. signs and fascias;</li><li>6. glass showcases shelves tops and mirrors.</li><li>7. All other contents</li></ol> <p>All other contents includes;</p> <ul style="list-style-type: none"><li>• documents, manuscripts, <b>Business</b> books, but only for the value of the materials as stationery together with the cost of clerical labour actually expended in reinstatement and not for the value of the information contained in them, for no more than GBP 2,500 in total;</li><li>• patterns, models, moulds, plans and designs, but only for the value of the materials together with the cost of labour expended in reinstatement and so far as the same are not otherwise insured, and not for the value of the information contained in them, for no more than GBP 2,500 in total;</li><li>• directors', <b>Employees</b>', visitors' and customers' <b>Personal Possessions</b>, pedal cycles, tools, instruments for which <b>You</b> are responsible for no more than GBP 250 in total in respect of any one person.</li></ul> |
| <b>Rent</b>     | The money paid or payable by <b>You</b> in respect of accommodation and services provided in the course of the <b>Business</b> at the <b>Premises</b>  |
| <b>Stock</b>    | Stock, merchandise and materials in trade including finished goods and work in progress, the property of the insured and goods in trust for which the insured is responsible   |
| <b>Theft</b>    | Theft of material property following violent and forcible entry to or exit from any <b>Building</b> at the <b>Premises</b> and theft involving violence or threat of violence to <b>You</b> or <b>Your Business Partners</b> , directors or <b>Employees</b> .   |

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## Basis of Settlement

In respect of:

1. **Buildings**  
**We** will pay where the property is **Damaged** or destroyed due to an insured peril;

- A. **Damaged** - the cost of repairing or restoring the **Damaged** portions which includes the replacement with more suitable modern materials;
- B. destroyed - the cost of replacement by similar property or in the manner suitable to **Your** requirements upon another site; to a condition substantially the same but not better or more extensive than its condition when new other than where **Policy** provisions permit and with **Our** written consent.

## 2. Contents

**We** will pay where the property is **Damaged** or lost or destroyed due to an insured peril;

- A. **Damaged** - the cost of repairing or restoring the **Damaged** items;
- B. lost or destroyed - the cost of replacement by similar property; to a condition substantially the same but not better or more extensive than its condition when new other than where **Policy** provisions permit and with **Our** written consent.

## 3. Stock

**We** shall at **Our** option repair, replace or pay the value to **You** of the property at the time of its **Damage** as long as the damage is caused by an insured peril.

## 4. Documents, records and other materials

In respect of **Damage** to documents, manuscripts, **Business** books, patterns, models, moulds, plans and designs **We** shall pay

- A. the physical value of the materials;
- B. the cost of labour and computer time spent in reproducing them.

## 5. Obsolete Equipment and property

In the event that new property of the same kind and quality is not obtainable following **Damage**, property which is as similar as possible to that which has been lost or **Damaged** and which is capable of performing the same function will be deemed to be new property of the same kind and quality and, in no event, will this be considered as a betterment except that **Our** liability will not be greater than the **Sum Insured** as stated in the **Schedule**.

## 6. Determination of Insured items

For the purpose of determining, where necessary, the item or column heading under which any property is insured in the **Schedule**, **We** agree to accept the designation under which the property has been entered in **Your** books of accounts.

## When reinstatement is the basis of settlement

When **We** opt to reinstate any property Insured by this **Section**, other than **Stock**, which is subject to **Damage**, the basis upon which the amount payable under the items is a reinstatement basis, which will be determined by **Us** on the basis of settlement set out below.

- 1. No payment will be made:
  - A. unless the cost of reinstatement has been incurred or the work of reinstatement has commenced and carried out at reasonable speed and within a reasonable time frame;
  - B. unless any other insurance covering the insured's interest in the property at the time of **Damage** is on the same basis of reinstatement as this **Policy**, and if no such payment is made, then **Our** rights and liabilities and those of the Insured will be those which would have applied had this clause not been operative.
- 2. Reinstatement may be carried out at another site and in any manner suitable to the insured, provided that **Our** liability is not increased as a result.
- 3. In the event of partial **Damage**, **Our** liability for any loss will not exceed the cost which would have been incurred had the property been totally destroyed.

For the purpose of the cover provided by this **Section** "reinstatement" means

- 1. the rebuilding or replacement, of property lost or destroyed; or
- 2. the repair or restoration, of property **Damaged**,  
in either case to a condition substantially the same as (but not better or more extensive than its condition when new) but subject to the terms, conditions and limits of this **Policy** and due allowance for:
  - a. the additional cost of reinstatement to comply with any European Union or public **Authority** requirements;
  - b. professional fees; and
  - c. debris removal costs.

## The insurance coverage provided by this Section is extended to include the following:

### 1. Capital Additions

Property Insured will include:

- A. newly built and/or newly acquired **Buildings** and/or **Contents** situated anywhere within the **Territorial Limits**;
- B. alterations, additions and improvements to **Buildings** and/or **Contents**, but not in respect of any appreciation value.

The maximum **We** will pay in respect of any one **Premises** under this extension is:

- i. ten per cent (10%) of the **Sum Insured** for **Buildings** and **Contents** respectively; or
- ii. two hundred and fifty thousand pounds (GBP250,000);

whichever is the lower.

**You** must provide **Us** with details of all property insured under this extension exceeding a total value of ten thousand pounds (GBP10,000) as soon as reasonably practicable, but no later than ninety (90) days from the date **Our** exposure commenced. **You** will be liable to pay any additional premium required.

This extension does not alter **Your** duty of fair presentation or **Your** duty to notify **Us** of any material changes in **Your Business**, whether during the course of this **Policy** or upon renewal.

### 2. Clearing of Drains

**Your** expenses incurred in cleaning, clearing and/or repairing drains, gutters and sewers, in consequence of **Damage** not otherwise excluded. **We** will not be liable for the first five hundred pounds (GBP500) of each and every claim. The maximum **We** will pay is five thousand pounds (GBP5,000) in **Aggregate**.

### 3. Contracting Purchaser's Interest

If at the time of **Damage** **You** have contracted to sell **Your** interest in any **Buildings** and the purchase is subsequently completed, the purchaser will be entitled to benefit under this **Policy** in respect of such **Damage** (if and so far as the property is not otherwise Insured against the **Damage** by him or on his behalf) without prejudice to **Your** rights and liabilities until completion.

### 4. Cost of Fallen Property Removal

The costs in removing **Your** fallen trees and branches, telegraph poles, lamp posts or parts falling from them incurred by **You**, with **Our** consent excluding **Damage** caused by lopping, pruning, or felling of trees. **We** will not be liable for the first five hundred pounds (GBP500) of each and every claim.

The maximum **We** will pay is five thousand pounds (GBP5,000) in **Aggregate**.

### 5. Dumping and Fly Tipping

The cost of cleaning-up and removing any materials arising out of and due to dumping or tipping on **Your** property caused by a sudden specific event outside **Your** control. **We** shall not be liable for the first five hundred pounds (GBP500) of each and every claim.

The maximum **We** shall pay is five thousand pounds (GBP5,000) in **Aggregate**.

### 6. Emergency Services Damage

**Damage** to the grounds caused by the emergency services following **Damage** occurring at the **Premises** if **You** are responsible for the cost of repair. **We** shall not be liable for the first five hundred pounds (GBP500) of each and every claim. The maximum **We** shall pay is five thousand pounds (GBP5,000) in **Aggregate**.

### 7. Public Authorities

The insurance by each item on **Buildings**, following **Damage**, includes the cost of reinstatement (other than of foundations) incurred by reason of the necessity to comply with-regulations under Acts of Parliament or local **Authority** byelaws.

The total amount payable under this extension and this **Section**, for any item, will not exceed:

- A. in respect of the property subject to **Damage**, its **Sum Insured**; and
- B. in respect of portions of the property not subject to **Damage**, fifteen per cent (15%) of the total amount for which **We** would have been liable had the property been wholly destroyed.

Subject to the total amount payable in respect of A. and B. above not exceeding the **Sum Insured**.

#### 8. Fire Extinguishment and Security Equipment Expenses

The cost incurred with **Our** consent in:

- A. refilling fire extinguishment appliances, replacing used sprinkler heads and refilling sprinkler tanks; and
- B. re-setting fire and/or intruder alarms and/or closed-circuit television equipment, resulting from **Damage** under this **Section**.

**We** will not be liable for the first five hundred pounds (GBP500) of each and every claim. The maximum **We** will pay is five thousand pounds (GBP5,000) in **Aggregate**.

#### 9. Lock Replacement

The cost of changing locks on doors, windows, safes and strongrooms, at the **Premises** following Theft of keys from the **Premises** or **Your** home or the home of any **Business Partner**, director or **Employee** entrusted with keys. **We** will not be liable for the first five hundred pounds (GBP500) of each and every claim. The maximum **We** will pay is five thousand pounds (GBP5,000) in **Aggregate**.

#### 10. Loss Minimisation and Prevention Expenditure

The costs incurred by **You**, with **Our** consent, in preventing, reducing or mitigating imminent **Damage** which would have been Insured under this **Section** or reducing **Damage** Insured under this **Section** during and after its occurrence.

- A. **We** will not be liable under this extension for any **Damage** which at the inception of the **Period of Insurance** was foreseeable or which was a foreseeable outcome if such costs and expenses were not incurred;
- B. **We** will not be liable under this extension for costs and expenses which did not in fact avoid or mitigate the **Damage**;
- C. The maximum **We** will pay is five thousand pounds (GBP5,000) in **Aggregate**.

#### 11. Loss of Metered Water

The amount **We** will pay will be the difference between the charge made by the utility suppliers for the period during which the **Damage** occurred with the charges for the previous period and/or the corresponding period adjusted for any relevant factors affecting **Your** consumption during the period(s) concerned. **We** will not be liable for the first five hundred pounds (GBP500) of each and every claim. The maximum **We** will pay is five thousand pounds (GBP5,000) in **Aggregate**.

#### 12. Loss of Rent Payable

Following **Damage** to the insured's **Premises** rendering the **Premises** unfit for occupation or use, the amount in respect of loss of **Rent** payable shall not exceed any period of reinstatement and shall be limited to the **Sum Insured** as stated in **Schedule**.

#### 13. Mortgagees / Freeholders / Lessors and Non-Invalidation

- A. To extent that this **Policy** protects the interest of any freeholder, lessor, mortgagee or other secured lender, this insurance will not be invalidated by **Us** if the risk changes, as long as **You** notify **Us**. **We** will not be liable under this extension if such parties fail to notify **Us** as soon as reasonably practicable after they become aware of such act, omission or alteration or fail to pay any additional premium that may be due in respect of the increased risk;
- B. **We** will not be liable under this extension in respect of the interest any freeholder, lessor, mortgagee or other secured lender unless their interest in the Insured property arises under a written contract agreed on arms-length commercial terms and any mortgagee or secured lender is authorised by the Financial Conduct Authority;
- C. **We** will not be liable under this extension in respect of any interest of **You**, a **Business Partner**, director or **Employee**, or anyone associated with **You** or them;
- D. This extension does not restrict or prevent **Us** from exercising any rights or remedies **We** may have against **You**.

#### 14. Professional Fees

The **Sum Insured** by each item on **Buildings** and **Contents**, includes professional fees necessarily incurred in establishing the reinstatement costs of the **Damaged** property but not for preparing any claim.

#### 15. Reinstatement of Sums Insured

The **Sums Insured** under this **Section** will not be reduced by the amount of any loss, unless **We** advise **You** in writing to the contrary. **You** will, if required, pay an appropriate additional premium from the date of loss to the expiry date of the **Period of Insurance** as stated in the **Schedule**.

#### 16. Removal of Debris

**We** will pay the costs and expenses incurred by **You** with **Our** consent in removing debris, dismantling and/or demolishing, propping or shoring up the **Damaged Buildings** and/or property Insured. **We** will not pay for any costs or expenses:

- A. incurred in removing debris except from the **Premises** and the area immediately adjacent to them;
- B. arising from pollution or contamination, of property not Insured by this **Section**;
- C. resulting from Fallen Property Removal and Removal of **Notifiable Asbestos** debris.

The maximum **We** will pay is five thousand pounds (GBP5,000) in **Aggregate**.

#### 17. Removal of Notifiable Asbestos Debris



In the event of **Damage** at **Your Premises** should **You** accidentally discover **Notifiable Asbestos**, the costs and expenses of removing or remediating **Notifiable Asbestos** debris.

The maximum **We** will pay is ten thousand pounds (GBP10,000) in **Aggregate**.

#### 18. Temporary Removal

**Contents** insured by this **Section** (other than **Stock**) is covered automatically for an amount of up to ten per cent (10%) of the **Contents Sum Insured** whilst temporarily removed (for a maximum of thirty (30) consecutive days) for cleaning, renovation, repair, exhibitions or similar purposes elsewhere within the **Territorial Limits** including whilst in transit.

#### 19. Theft Damage to Buildings

The cost of repairing **Damage** by **Theft** or any attempt thereat, to **Buildings** at the **Premises** (whether or not **Buildings** are insured under this **Section**) if **You** are responsible for the **Damage**.

#### 20. Trace and Access

In the event of **Damage** at the **Premises** resulting from escape of water or oil, where insured by this **Section**, **We** will pay costs necessarily incurred in locating the source of the **Damage** and subsequently making good.

**We** will not be liable for the first five hundred pounds (GBP500) of each and every claim.

The maximum **We** will pay is five thousand pounds (GBP5,000) in **Aggregate**, or ten per cent (10%) of the **Sum Insured** by this **Section**, whichever is the lesser.

#### 21. Underground Services

**Damage** for which **You** are legally liable, to underground pipes, cables, drains (and their relevant inspection covers), supplying services to and carrying waste from the **Premises** to the point of junction with public supply lines, mains and sewers.

**We** will not be liable for the first five hundred pounds (GBP500) of each and every claim.

The maximum **We** will pay is five thousand pounds (GBP5,000) in **Aggregate**.

## Optional extension applicable to Section 1 – Property Damage

### Contents anywhere in the world

If shown as operative in the **Schedule** the **Contents Insured** by this **Section** is extended to be covered whilst away from the **Premises** anywhere in the world including transit.

The maximum **We** will pay is the **Sum Insured** as stated in the **Schedule**.

## Exclusions applicable to Section 1 – Property Damage

**We** will not be liable under this **Section** for:

- 1 **Damage** caused by or consisting of:
  - a. inherent vice, faulty design, defective materials, latent defect, gradual deterioration, wear and tear;
  - b. faulty or defective workmanship, operational error or omission;
  - c. explosion caused by the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus, in which internal pressure is due to steam only and belonging to or under **Your** control;
  - d. nipple or joint leakage, failure of welds, cracking, fracturing, collapse or overheating, of boilers, economisers, superheaters, pressure vessels, or any range of steam and feed piping in connection therewith;
  - e. mechanical breakdown, electrical breakdown, derangement, burning out, short circuiting or overheating in respect of the particular machine in which such cause originates;
  - f. corrosion, rust, wet or dry rot, oxidation, shrinkage, evaporation, leakage, spillage, loss of weight, dampness, mould, mildew, contamination, fermentation, marring, scratching, vermin or insect, living creatures, pets or animals;
  - g. change in temperature, frost, colour, flavour, texture or finish or action of light, atmospheric or climatic conditions.This exclusion will not exclude subsequent **Damage** resulting from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped from them, storm, flood, escape of water, impact by any road vehicle.
2. **Damage** resulting from theft or any attempted theft:
  - a. which does not involve forcible and violent entry to or exit from any **Building** at the **Premises**;
  - b. from any **Building** at the **Premises** which cannot be secured and locked, unless agreed by **Us** in writing;

- c. of property insured in the open, unless agreed by **Us** in writing;
  - d. from any **Building** which is **Unoccupied**, unless agreed by **Us** in writing;
  - e. from persons which does not involve violence or threat of violence to **You**, or other persons.
3. **Damage** caused by:
- a. subsidence, ground heave or landslip and which originated prior to the **Period of Insurance** of this **Policy**;
  - b. the normal settlement or bedding down of new structures;
  - c. the settlement or movement of made up ground;
  - d. coastal or river erosion;
  - e. groundworks, excavation, demolition, construction, structural alteration or repair work undertaken at the **Premises**;
  - f. subsidence, ground heave or landslip to walls, gates, fences yards, car parks, roads, footpaths and forecourts unless a **Building** insured by this **Section** is **Damaged** by the same cause at the same time.
4. **Damage** caused by:
- a. disappearance, unexplained or inventory shortage, misfiling or misplacing of information or clerical error, acts of fraud or dishonesty;
  - b. electrical or magnetic fields, loss or erasure of electronic records.
5. **Damage** caused by wind, rain, hail, sleet, snow, flood or dust to movable property Insured in the open or within open-sided structures, fences and gates.
6. **Damage** resulting from:
- a. any process of production;
  - b. any process involving the application of heat;
  - c. any process of packing, treatment, testing, commissioning, cleaning, servicing, or repair; but this shall not exclude loss of or **Damage** to surrounding property not forming part of:
    - i. the same machine;
    - ii. the same process of production;
    - iii. the same process of packing, treatment, testing, commissioning, cleaning, servicing or repair;
    - iv. the same contract works.
7. **Damage**:
- a. caused by escape of water from any tank, apparatus or pipe or escape of oil from any fixed oil-fired heating installation; or
  - b. caused by malicious persons or vandals (other than by fire or explosion);  
in any **Unoccupied Building**.
8. **Consequential Loss** of any kind except loss of **Rent** payable when such loss is insured under this **Section**.
9. **Damage** to any of the following:
- a. any mechanically propelled vehicle, caravan, trailer, watercraft, aircraft and their contents, unless agreed by **Us** in writing;
  - b. Money as defined under **Section 6** (Money and Assault) of this **Policy**;
  - c. jewellery, furs, watches, precious stones, precious metals, bullion, curiosities, unless agreed by **Us** in writing;
  - d. automatic payment machines, vending machines, mechanical rides, display cases and their contents situated outside the **Building** at **Your Premises**, unless agreed by **Us** in writing.
10. any loss for which cover is provided (or, if not purchased, is capable of being provided) under **Sections 7** (Goods in Transit) or **8** (Deterioration of Stock) of this **Policy**.
11. any loss of market value beyond the cost of repair, reinstatement or replacement as determined by **Us**.
12. Before **We** cover **You** under this **Section**, **You** will be responsible for any **Excess**.

## Section 2 – Business Interruption

### Insuring Clause

We will pay **You** in accordance with the provisions of this **Section** for:

1. interruption to or interference with the **Business** as a result of **Damage** at the **Premises**; and
2. **You** being unable to trace or establish, in whole or in part, **Outstanding Debit Balances** due to **You**, as a result of **Your** books of account or other **Business** books or records at the **Premises** being subject to **Damage**.

Provided that:

- A. the **Damage** occurs during the **Period of Insurance**;
- B. the **Damage** is insured under **Section 1** (Property **Damage**) or is insured by any other insurance policy which provides material **Damage** insurance for the **Premises** which **You** occupy;
- C. payment has been made or liability admitted under **Section 1** (Property **Damage**) or by the **Insurer** of any other insurance policy covering **Your** interest in the property, or payment would have been made or liability admitted but for the operation of any **Excess**.
- D. **Our** maximum liability under this **Section** for all claims or series of claims, arising out of any one original cause, depending on basis of coverage selected and stated as operative in the **Schedule**, will be limited to:
  - i. The **Sum Insured** stated in each case for **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue**, **Additional Increased Cost of Working**, **Outstanding Debit Balances** and any other item Insured under this **Section** (in each case as stated in this **Policy** or **Schedule**) unless otherwise stated; or
  - ii. **Increase in Cost of Working** (when solely insured as a separate item in the **Schedule** without any other **Business** Interruption cover or Extensions 1 to 12 operative or where **You** have insured **Business** Interruption elsewhere). **Increase in Cost of Working** under this item will be the additional expenditure necessarily and reasonably incurred with **Our** agreement for the sole purpose of avoiding or diminishing any interruption to or interference with the **Business** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**.

The maximum amount **We** will pay will not exceed fifty per cent (50%) of the **Increase in Cost of Working Sum Insured** during the first three (3) months of the **Indemnity Period** and then the balance of the **Sum Insured** in equal proportions for the remainder of the **Indemnity Period**. The underinsurance condition does not apply to this item.

For the purposes of this **Section**, all storm or flood **Damage** losses or occurrences happening within seventy-two (72) consecutive hours of a storm or flood commencing will be considered as a single claim.

### Note

In relation to the **Rate of Gross Profit**, **Standard Turnover**, **Standard Gross Rentals** and **Standard Gross Revenue**, adjustments will be made as may be necessary to provide for the trend of the **Business** and for variations in **Turnover** or special circumstances affecting the **Business**, either before or after the **Damage**, which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted shall represent as accurately as may be reasonably practicable the results which, but for the **Damage**, would have been obtained during the relative period after the **Damage**.

### Definitions

The following definitions apply to this **Section** and will keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 2** definition, the definitions in **Section 2** will prevail.

|   |  |
|---|--|
| <b>Additional Increased Cost of Working</b> | The insurance in respect of additional increased cost of working provided for by <b>Section 2.4</b> .  |
| <b>Customers' Accounts</b>                  | <b>Your</b> accounts of all customers who are trading with <b>You</b> on a credit or hire purchase basis.  |
| <b>Estimated Gross Profit</b>               | The amount declared by <b>You</b> to <b>Us</b> as representing not less than the <b>Gross Profit</b> which it is anticipated will be earned by the <b>Business</b> during the financial year most nearly concurrent with the <b>Period of Insurance</b> (or a proportionately increased multiple thereof where the maximum <b>Indemnity Period</b> exceeds twelve (12) months).  |
| <b>Estimated Gross Rentals</b>              | The amount declared by <b>You</b> to <b>Us</b> as representing not less than the <b>Gross Rentals</b> which it is anticipated will be earned by the <b>Business</b> during the financial year most nearly concurrent with the <b>Period of Insurance</b> (or a proportionately increased multiple thereof where the maximum <b>Indemnity Period</b> exceeds twelve (12) months). |

|                                    |  |
|------------------------------------|--|
| <b>Estimated Gross Revenue</b>     | The amount declared by <b>You</b> to <b>Us</b> as representing not less than the <b>Gross Revenue</b> which it is anticipated will be earned by the <b>Business</b> during the financial year most nearly concurrent with the <b>Period of Insurance</b> (or a proportionately increased multiple thereof where the maximum <b>Indemnity Period</b> exceeds twelve (12) months).   |
| <b>Gross Profit</b>                | <p>The amount by which:</p> <ol style="list-style-type: none"> <li>1. the sum of the <b>Turnover</b> and the amounts of the closing stock and work in progress shall exceed;</li> <li>2. the sum of the amounts of the opening stock and work in progress and the amount of the <b>Uninsured Working Expenses</b>.</li> </ol> <p>For the purpose of this definition, the amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with <b>Your</b> usual accounting methods, due provision being made for depreciation.</p>  |
| <b>Gross Rentals</b>               | The money paid or payable to <b>You</b> by tenants in respect of accommodation and services, provided at the <b>Premises</b> .   |
| <b>Gross Revenue</b>               | The money paid or payable to <b>You</b> for goods provided or services rendered in the course of the <b>Business</b> at the <b>Premises</b> .  |
| <b>Increase in Cost of Working</b> | The increased cost of working defined in <b>Section 2.1 B.</b> , <b>2.2 B.</b> and <b>2.3 B.</b> , as applicable.  |
| <b>Indemnity Period</b>            | The period beginning with the occurrence of the <b>Damage</b> and ending when the results of the <b>Business</b> shall cease to be affected by the <b>Damage</b> but not exceeding the number of months stated in the <b>Schedule</b> as the maximum indemnity period.   |
| <b>Outstanding Debit Balances</b>  | <p>The total last amount recorded by <b>You</b> in compliance with the Monthly Records Condition applying to this <b>Section</b>, adjusted for:</p> <ol style="list-style-type: none"> <li>1. bad debts;</li> <li>2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the <b>Damage</b>), to <b>Customers' Accounts</b> in the period between the date to which said last record relates and the date of the <b>Damage</b>; and</li> <li>3. any abnormal condition of trade which had or could have had a material effect on the <b>Business</b>,</li> </ol> <p>so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the <b>Damage</b> had the <b>Damage</b> not occurred.</p> |
| <b>Rate of Gross Profit</b>        | The rate of <b>Gross Profit</b> earned on the <b>Turnover</b> during the financial year immediately before the date of the <b>Damage</b>   |
| <b>Standard Gross Rentals</b>      | The <b>Gross Rentals</b> during the period in the twelve (12) months immediately before the date of the <b>Damage</b> which corresponds with the <b>Indemnity Period</b> .   |
| <b>Standard Gross Revenue</b>      | The <b>Gross Revenue</b> during the period in the twelve (12) months immediately before the date of the <b>Damage</b> which corresponds with the <b>Indemnity Period</b> .   |
| <b>Standard Turnover</b>           | The money paid or payable to <b>You</b> for goods sold and delivered and for services rendered in the course of the <b>Business</b> at the <b>Premises</b> during the twelve (12) months immediately before the date of the <b>Damage</b> which corresponds with the <b>Indemnity Period</b> .   |
| <b>Turnover</b>                    | The money paid or payable to <b>You</b> for goods sold and delivered and for services rendered in the course of the <b>Business</b> at the <b>Premises</b> .   |
| <b>Uninsured Working Expenses</b>  | <p>The sum of:</p> <ol style="list-style-type: none"> <li>1. purchases of stock, raw materials, consumables (net of discounts);</li> <li>2. bad debts;</li> <li>3. packaging carriage and freight; and</li> <li>4. discounts allowed.</li> </ol>   |

## Basis of Cover

### Section 2.1 Estimated Gross Profit (Operative only if stated in the schedule)

The insurance in respect of **Estimated Gross Profit** (applicable when shown in the **Schedule** as operative) is limited to loss of **Gross Profit** due to:

- A. reduction in **Turnover**  
  
and
- B. **Increase in Cost of Working**, and the amount payable as indemnity under it will be:
  - i. in respect of reduction in **Turnover**: the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** will in consequence of the **Damage** fall short of the **Standard Turnover**; and
  - ii. in respect of **Increase in Cost of Working**: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction avoided by it,

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Profit** (including any allowance made for depreciation) as may cease or be reduced as a result of the **Damage**.

### Section 2.2 Estimated Gross Rentals (Operative only if stated in the schedule)

The insurance in respect of **Estimated Gross Rentals** (applicable when shown in the **Schedule** as operative) is limited to loss of **Gross Rentals** due to:

- A. loss of **Gross Rentals**  
  
and
- B. **Increase in Cost of Working**, and the amount payable as indemnity under it will be:
  - i. in respect of loss of **Gross Rentals**: the amount by which the **Gross Rentals** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Rentals**; and
  - ii. in respect of **Increase in Cost of Working**: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Rentals** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction avoided by it,

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Rentals** (including any allowance made for depreciation) as may cease or be reduced in consequence of the **Damage**.

### Section 2.3 Estimated Gross Revenue (Operative only if stated in the schedule)

The insurance in respect of **Estimated Gross Revenue** (applicable when shown in the **Schedule** as operative) is limited to loss of **Gross Revenue** due to:

- A. reduction in **Gross Revenue**  
  
and
- B. **Increase in Cost of Working**, and the amount payable as indemnity under it will be:
  - i. in respect of reduction in **Gross Revenue**: the amount by which the **Gross Revenue** during the **Indemnity Period** will in consequence of the **Damage** fall short of the **Standard Gross Revenue**; and
  - ii. in respect of **Increase in Cost of Working**: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction avoided by it,

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Revenue** (including any allowance made for depreciation) as may cease or be reduced as a result of the **Damage**.

#### Section 2.4 Additional Increased Cost of Working (Operative only if stated in the schedule)

The insurance in respect of additional increased cost of working (applicable when shown in the Schedule as operative) is limited to the reasonable costs agreed by **Us** in writing in order to maintain the **Business** and to avoid or diminish any reduction in **Turnover**, **Gross Rentals** or **Gross Revenue** consequent upon **Damage** which:

- A. is necessarily and reasonably incurred during the **Indemnity Period**;  
and
- B. exceeds the amount recoverable in respect of Increase in **Cost of Working** stated under:
  - i. **Estimated Gross Profit**; or
  - ii. **Estimated Gross Rentals**; or
  - iii. **Estimated Gross Revenue**, depending on the basis of cover of operative under this **Section**.

#### Section 2.5 Outstanding Debit Balances

The insurance in respect of **Outstanding Debit Balances** (applicable when shown in the **Schedule** as operative) is limited to loss sustained by **You** directly due to the **Damage** to accounting records and the total amount payable will not exceed:

- A. the difference between:
  - i. any **Outstanding Debit Balances**; and
  - ii. the total of the amounts received or traced in respect of them;
- B. the additional expenditure incurred with **Our** prior consent in tracing and establishing customers' debit balances after the **Damage**.  
Provided that:
  - i. if the **Sum Insured** is less than the **Outstanding Debit Balances** the amount payable will be proportionately reduced; and
  - ii. **You** must keep **Your** books of account or other **Business** books or records in which **Customers' Accounts** are recorded in fire resistant cabinets or safes when not in use.

#### Section 2.6 Professional Accountants' Charges

Where insurance is arranged under this **Section** on **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue** or **Additional Increased Cost of Working** (when shown as a separate item in the **Schedule** if operative) or **Outstanding Debit Balances** (when shown as a separate item in the **Schedule** if operative), **We** will also pay to **You** (within the **Sum Insured** for whichever is applicable) the reasonable charges payable by **You** to **Your** professional accountants for producing any information, particulars or details contained in **Your** books of account or other **Business** books or documents which may be required by **Us**, and for producing any report which may be required by **Us**, in respect of a claim.

### Extensions applicable to Section 2 – Business Interruption

The insurance coverage provided by this **Section** is extended to include loss due to interruption to or interference with the **Business** as a result of Extensions 1 to 11 below commencing during the **Period of Insurance**, which in each case will be deemed to be loss resulting from **Damage** at the **Premises** for the purposes of the **Business**.

In respect of Extensions 1 to 11:

- A. **Our** liability will not exceed twenty-five thousand pounds (GBP25,000) in total for each of Extensions 1,2,3,4,6,7,8,9,10,11 The most **We** will pay for each individual claim under **Section 5** is five thousand pounds (GBP 5,000) subject to an overall total of one hundred thousand pounds (GBP 100,000) for all Extensions during the **Period of Insurance**.
- B. For the purpose of these Extensions, the **Indemnity Period** will commence from the occurrence of **Damage** which results in loss of use, or the restriction of access to, or use of the **Premises** in full or in part and ending when the results of the **Business** shall cease to be affected by such loss of use, or the restriction of access to, or use of the **Premises** in full or in part, but not exceeding the maximum **Indemnity Period** being the number of months stated in the **Schedule**.

#### 1 Contract Sites

**Damage** at any contract site in the **Territorial Limits**, where **You** are carrying out a contract, if the **Damage** would have been insured under this insurance had such property been insured by this **Policy** and which results in a loss under this **Section**.

## 2 Denial of Access

**Damage** within one mile of the **Premises** preventing access to or use of such **Premises**, if such **Damage** would have been insured under this insurance had the property been Insured by this **Policy**, whether the **Premises** or **Your** property therein will be subject to **Damage** or not, but excluding the property of any utility supply undertaking from which **You** obtain electricity, gas, water or telecommunications services.

## 3 Exhibition Expenses

The irrecoverable expenses **You** have incurred in respect of any trade exhibition in the **Territorial Limits** following **Damage** to **Your** property for use in connection with any trade exhibition, whilst at the **Premises** or whilst in transit between the **Premises** and any trade exhibition, in each case if such **Damage** would have been Insured hereunder had such property been Insured under this insurance.

Under this Extension **We** will only pay:

- A. in the event of the exhibition not being held (or **You** being unable to exhibit at all) in consequence of the **Damage**, the irrecoverable expenses that **You** have paid or are liable to pay, in respect of the exhibition;
- B. if the exhibition does not operate (or **You** are unable to exhibit) for the intended period in consequence of the **Damage**, the amount payable shall be the loss calculated in accordance with provision A. above, adjusted for the period that **You** could not exhibit;
- C. if the venue of any trade exhibition is a permanent building or structure and is not entirely an outdoor event or under tent or canvas cover.

All other loss in respect of **Gross Profit** or **Gross Rentals** or **Gross Revenue** is excluded from this Extension.

## 4 Failure of Utility Supply

**Damage** at the **Premises** or to the property of **Your** utility supplier supplying **You** with electricity, gas, telecommunications or water, causing the accidental failure of the supply into **Your Premises**, if the **Damage** at the utility supplier's premises or of its property would have been insured under this insurance had the utility supplier's premises or property been insured by this **Policy**.

**We** will not pay **You** in respect of accidental failure:

- A. caused by the deliberate act of any utility supplier;
- B. caused by the exercise of any utility supplier's power to withdraw or restrict supply or services;
- C. caused by industrial action;
- D. caused by drought or other weather conditions;
- E. lasting less than four (4) consecutive hours in respect of electricity and gas supplies;
- F. lasting less than four (4) consecutive hours in respect of water supplies;
- G. lasting less than twenty four (24) consecutive hours in respect of telecommunications;
- H. caused by any satellite prior to its attaining its full operating function or whilst in or beyond the final year of its design life;
- I. caused by temporary interference with transmissions to and from satellites due to atmospheric, weather, solar or lunar conditions.

## 5 Murder or Suicide, Food or Drink or Poisoning

- A. the discovery of vermin or pests at the **Premises** which cause restrictions on the use of the **Premises** on the order or advice of the competent local **Authority**;
- B. any accident-causing defects in the drains or other sanitary arrangements at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local **Authority**;
- C. any occurrence of murder or suicide at the **Premises**.

**We** shall not be liable for any costs incurred in cleaning, repair, replacement, recall or checking of property but despite anything to the contrary within this **Policy** the insurance by this clause extends to include costs and expenses necessarily incurred with **Our** consent in:

- i. cleaning and decontamination of property used by **You** for the purpose of the **Business** (other than stock in trade);
- ii. removal and disposal of contaminated stock in trade at or from the **Premises**, use of which has been restricted on the order or advice of the competent local authority in consequence of the situations defined in Extension 7 A. to F. above, after the application of all other terms and conditions of this **Policy**.



## 6 Property in Transit

**Damage** to **Your** property whilst in transit in the **Territorial Limits**, if the **Damage** would have been insured under this insurance had the property been insured by **Section 7** (Goods in Transit) of this **Policy** and which results in a loss under this **Section**.

## 7 Storage Sites (Non Owned or Occupied)

**Damage** at any **Premises** in the **Territorial Limits**, not owned or occupied by **You**, where **Your** property is stored, if the **Damage** would have been insured under this insurance had the property been insured by this **Policy** and which results in a loss under this **Section**.

## 8 Unspecified Customers

**Damage** at the **Premises** of any of **Your Customers** in the **Territorial Limits**, if the **Damage** would have been insured under this insurance had the property been insured by this **Policy**.

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### Definition applying to this extension

For the purposes of this extension the term “**Customers**” means those companies, organisations or individuals, with whom, at the time of the **Damage**, **You** have contracts or trading relationships, to supply goods or services.

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## 9 Unspecified Suppliers

**Damage** at the **Premises** of **Your** direct suppliers, or of manufacturers or processors of components, goods or materials upon which **Your Business** relies, (but excluding the **Premises** of any supply undertaking from which **You** obtain electricity, gas, water or telecommunications services), all in the **Territorial Limits**, if the **Damage** would have been insured under this insurance had the property been insured by this **Policy**.

## 10 Specified Suppliers

**Damage** of the type insured by this **Policy** to property at the premises of **Your** suppliers as stated in the **Schedule**.

## 11 Specified Customers

**Damage** of the type insured by this **Policy** to property at the premises of **Your** customers as stated in the **Schedule**.

## Exclusions applicable to Section 2 – Business Interruption

**We** will not be liable under this **Section** for:

1. interruption to or interference with the **Business** which is not resulting from **Damage** covered by **Section 1** (Property **Damage**) or by any other insurance **Policy** covering **Your** or the owners interest in the property **Damaged**;
2. **Consequential Loss** other than as provided for in **Section 2.1** to **Section 2.6** inclusive and any applicable extensions;
3. **Damage** if the **Business** is:
  - A. wound up or carried on by a liquidator or receiver; or
  - B. is permanently discontinued, without **Our** written agreement;
4. any loss indemnified under **Section 1** (Property **Damage**) of this **Policy**;
5. loss for which more specific cover is provided under any extensions to this **Section**.



## Conditions applicable to Section 2 – Business Interruption

### 1. Accumulated Stocks

In adjusting any loss, account will be taken and an equitable allowance made if any shortage in **Turnover** (where applicable) due to the **Damage**, is postponed by reason of the **Turnover** being temporarily maintained from accumulated stocks of raw materials, work in progress or finished goods, at the **Premises** or elsewhere.

### 2. Alternative Trading

If, during the **Indemnity Period**, goods are sold or services shall be rendered, elsewhere than at the **Premises** for the benefit of the **Business**, either by **You** or by others on **Your** behalf, the money paid, or payable, in respect of the sales or services will be brought into account in arriving at the **Turnover** (where applicable) during the **Indemnity Period**.

### 3. Departmental

If the **Business** is conducted in departments, the independent trading results of which are ascertainable, the provisions of items i. and ii. of the **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue**, when insured under this **Section**, will apply separately to each department affected by the **Damage**.

### 4. Excess applicable to Section 2

Before **We** cover **You** under this **Section**, **You** shall be responsible for any **Excess**.

### 5. Fines, Damages and Liabilities Exclusion

**We** shall not be liable for any loss due to fines, penalties, damages or liabilities incurred by **You**.

### 6. Monthly Records

(Applicable to **Outstanding Debit Balances**)

**You** will, at the end of each month, record the total amount of debit balances outstanding as set out in **Customers' Accounts** at that date and the record will be kept at a place other than **Your Premises**. If the recorded amount exceeds the **Sum Insured** applicable at the date of the record then, for the purposes of this clause and **Section 2.5 A.i.** only, **You** will be deemed to have recorded the **Sum Insured**.

### 7. Payments on Account

Payments on account will be made to **You** during the **Indemnity Period** if desired and **We** agree that it is appropriate.

### 8 Professional Accountants

**We** will pay the reasonable charges payable by **You** to **Your** professional accountants for producing information required by **Us**, under the Claims Procedure and Conditions applicable to Section 2, and for reporting that such information is in accordance with **Your** accounts, but not for any other purposes in the preparation of any claim. Provided that the amount payable under this clause and the amount otherwise payable under the **Policy** does not exceed the **Sum Insured**.

### 9 Reinstatement of Sums Insured

The **Sums Insured** under this **Section** will not be reduced by the amount of any loss, unless **We** advise **You** in writing to the contrary. **You** shall, if required, pay an appropriate additional premium from the date of loss to the expiry date of the **Period of Insurance** as stated in the **Schedule**.

### 10 Renewal Clause

(applicable to **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue**) **You** will, prior to each renewal of the **Policy**, provide **Us** with the **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue**, whichever is applicable,

for the financial year most nearly concurrent with the ensuing **Period of Insurance**, or a proportionately increased multiple of it where the maximum **Indemnity Period** exceeds twelve (12) months.

#### **11    Uninsured Fixed Costs**

(applicable to **Estimated Gross Profit**) If any of the fixed costs of the **Business** are not insured by this **Section** (having been deducted by the **Insured** when providing **Us Estimated Gross Profit** as defined), then in calculating the amount recoverable hereunder as **Increase in Cost of Working**, that proportion only of any additional expenditure shall be brought into account which the **Gross Profit** bears to the sum of the **Gross Profit** and the uninsured fixed costs.

#### **12    Value Added Tax**

If **You** are accountable to the tax authorities for Value Added Tax, all terms of this **Section** shall be exclusive of such tax.

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## Section 3 – Money and Assault

### Insuring Clause

- 1 Loss of **Money** We will pay **You** in respect of loss of **Money** arising from any of the **Events** occurring within the **Territorial Limits** during the **Period of Insurance**.

**Our** maximum liability will not exceed the applicable benefits or **Sums Insured** as stated in this **Policy** or **Schedule**.

- 2 Assault

In the event of **Injury** to any **Insured Person** sustained as a result of:

- A. robbery or attempted robbery,
- B. hold-up or attempted hold-up;

whilst engaged in their usual occupation in the **Business**, which within twenty four (24) months causes any of the following Items in the Table of Benefits. **We** will pay the benefits shown:

Table of Benefits

| Item  | Maximum Benefit for each <b>Insured Person</b> |
|---|--|
| 1. Death (which shall not be presumed by the disappearance of the Insured Person) | GBP10,000                                      |
| 2. Loss of Limbs or Sight   | GBP10,000                                      |
| 3. Permanent Total Disablement  | GBP10,000                                      |
| 4. Temporary Total Disablement  | GBP50 per week                                 |
| 5. Temporary Partial Disablement  | GBP25 per week                                 |
| 6. Medical Expenses   | GBP1,000                                       |

to the **Insured Person** or their legal representative.

Table of Benefit Limitations

- 1 No further benefit will be payable to the same **Insured Person** after payment of any benefit for Injury under items 2 or 3 above.
- 2 Benefit under item 3 will not be payable before one hundred and four (104) weeks from the date of Injury or following a payment of benefit under item 2.
- 3 Any benefit paid under item 4 will be deducted from any benefit thereafter becoming payable under items 1, 2 or 3.
- 4 Benefit under items 4 or 5 or any combination thereof:
  - A. is payable for a maximum of one hundred and four (104) weeks from the date of commencement of the first of these to occur; and
  - B. will be payable when the total amount has been agreed by **Us** or at **Your** request at intervals of not less than four (4) weeks (but not in advance) commencing four (4) weeks after receipt by **Us** of written notice of the **Injury** for which the benefit is to be paid by **Us**.

**Our** maximum liability shall not exceed the amounts stated in the Table of Benefits.

#### Definitions

The following definitions apply to this **Section** and shall keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 3** Definition, the Definitions in **Section 3** shall prevail.

|               |  |
|---------------|--|
| <b>Money</b>  | Cash and currency notes, uncrossed and crossed cheques, girocheques, postal orders or money orders, unused current postage stamps, mobile phone vouchers or cards, gift tokens, consumer redemption vouchers, other vouchers or cards with monetary value, travel tickets, validated lottery tickets, scratch cards, gaming machine tokens, bankers' drafts, unexpired units in franking machines, national savings certificates, premium bonds, credit and debit card sales vouchers and value added tax purchase invoices, all belonging to <b>You</b> or for which <b>You</b> are responsible, in connection with the <b>Business</b> . |
| <b>Events</b> | Loss of <b>Money</b> :   |

|                                      |   |
|--------------------------------------|---|
|                                      | <ol style="list-style-type: none"> <li>1 In transit in the custody of an <b>Insured Person</b> up to a <b>Sum Insured</b> of two thousand five hundred pounds (GBP2,500) unless otherwise stated in the <b>Schedule</b>;</li> <li>2 in a bank night safe up to a <b>Sum Insured</b> of five thousand pounds (GBP5,000) unless otherwise stated in the <b>Schedule</b>;</li> <li>3 in the <b>Premises</b> during <b>Business Hours</b> up to a <b>Sum Insured</b> of two thousand five hundred pounds (GBP2,500) unless otherwise stated in the <b>Schedule</b>;</li> <li>4 in a locked safe in an enclosed building in the <b>Business</b> portion of the <b>Premises</b> outside <b>Business Hours</b> up to a <b>Sum Insured</b> of five thousand pounds (GBP5,000) unless otherwise stated in the <b>Schedule</b>;</li> <li>5 not in a locked safe, in an enclosed building at the <b>Premises</b> outside <b>Business Hours</b> up to a <b>Sum Insured</b> of five hundred pounds (GBP500) unless otherwise stated in the <b>Schedule</b>;</li> <li>6 in the custody of a security company operating to British Standard - BS7872 and having a written contract with <b>You</b>, for a maximum period of twenty four (24) hours up to a <b>Sum Insured</b> of twelve thousand five hundred pounds (GBP12,500) unless otherwise stated in the <b>Schedule</b>;</li> <li>7 in the private dwelling of <b>Yours</b>, a <b>Business Partner</b>, director or <b>Employee</b> if authorised by <b>You</b> up to a <b>Sum Insured</b> of five hundred pounds (GBP500) unless otherwise stated in the <b>Schedule</b></li> </ol> |
| <b>Injury</b>                        | <b>Bodily Injury</b> caused directly by violent and visible means occurring during theft or attempted theft of <b>Money</b> or <b>Personal Possessions</b> from any <b>Event</b> during <b>Business Hours</b> .   |
| <b>Insured Person</b>                | <b>You, Business Partner</b> , director or <b>Employee</b>  |
| <b>Loss of Limbs</b>                 | Physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet  |
| <b>Loss of Sight</b>                 | Total and irrecoverable loss of sight in one or both eyes.  |
| <b>Permanent Total Disablement</b>   | A disablement which permanently and continuously disables the <b>Insured Person</b> totally and absolutely from attending to their usual occupation, not being disablement following <b>Loss of Limbs</b> or <b>Loss of Sight</b> .   |
| <b>Temporary Total Disablement</b>   | A disablement which temporarily prevents the <b>Insured Person</b> from continuously attending to their usual occupation.   |
| <b>Temporary Partial Disablement</b> | A disablement which prevents the <b>Insured Person</b> from engaging in or giving attention to a substantial part of their usual occupation.  |
| <b>Medical Expenses</b>              | The cost of medical, surgical or other remedial attention, treatment or appliances, given or prescribed by a qualified member of the medical profession and all hospital, nursing home and ambulance charges.   |

### Extensions applicable to Section 3 – Money and Assault

The insurance coverage provided by this **Section** is extended to include the following:

1. **Damage to:**
  - A. any safe, strongroom or franking machine for which **You** are responsible;
  - B. any container or waistcoat, whilst being used for carrying **Money**;
  - C. clothing, **Personal Possessions** and **Money**, belonging to **Insured Persons**, in the course of any **Injury**, up to an amount not exceeding one thousand two hundred and fifty pounds (GBP1,250) for any one **Insured Person**.
2. Any amount for which **You** become liable under the terms of any bank charge, credit, debit or cash card, issued to the **Business** following fraudulent use by any unauthorised person. For this extension to apply **You** must report the loss to the issuing company immediately and to the police within twenty four (24) hours of discovering the loss and have complied with the terms of issue of the card. **Our** maximum liability shall not exceed five hundred pounds (GBP500) for any one claim.

### Exclusions applicable to Section 3 – Money and Assault

**We** will not be liable under this **Section** for:

- 1 fraud or dishonesty of any of **Your Business Partners**, directors or **Employees**, if not discovered and reported to **Us** within fourteen (14) working days of the **Event**;
- 2 loss from a vehicle which is left **Unattended**;
- 3 use of any payment method which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable, for any reason;
- 4 forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer;
- 5 occurring outside the **Territorial Limits**;

- 6 clerical or accounting errors, errors and omissions;
- 7 **Consequential Loss** of any kind.

**We** will not be liable in respect of any claim arising out of, consequent upon or contributed to by:

- A. intentional self-injury, provoked assault, or wilful exposure to peril (except in an attempt to save human life);
- B. any pre-existing physical or mental condition.

## Conditions applicable to Section 3 – Money and Assault

### 1. Documentation Evidence

All certificates, information and evidence required by **Us**, will be provided at **Your** expense and will be in the format **We** require.

### 2. Excess applicable to Section 3

Before **We** cover **You** under this **Section** in respect of loss of **Money**, **You** will be responsible for the **Excess** of fifty pounds (GBP50).

### 3. Medical Evidence

In the event of disablement of an **Insured Person**, the **Insured Person** must be under the care of a qualified medical practitioner and, as often as required, submit to medical examination at **Our** expense.

### 4. Money in Transit Limits and Escort Requirements

**Money** in transit must be accompanied at all times as follows:

- A. Up to and including GBP2,500 – minimum of one (1) **Insured Person**;
- B. Over GBP2,500 up to and including GBP7,500 – minimum of two (2) **Insured Persons**;
- C. Over GBP7,500 up to and including GBP12,500 – minimum of three (3) **Insured Persons**;
- D. Over GBP12,500 - security company operating to British Standard – BS7872 and having a written contract with **You**.

### 5. Post Mortem Examination

In the event of death of an **Insured Person**, **We** will be entitled to have a post-mortem completed at **Our** expense.

### 6. Reinstatement of Sums Insured

The **Sums Insured** under this **Section** will not be reduced by the amount of any loss, unless **We** advise **You** in writing to the contrary. **You** will, if required, pay an appropriate additional premium from the date of loss to the expiry date of the **Period of Insurance** as stated in the **Schedule**.

### 7. Security Precautions

**You** must ensure that:

- A. After **Business Hours** all cash tills have their drawers left open with all contents other than small change removed elsewhere.
- B. A complete record of all **Money** used in connection with the **Business** on the **Premises** is kept in a secure place other than in any safe or other receptacle containing the **Money**.
- C. Safe keys are removed from the **Premises** outside **Business Hours** or kept with **Your Business Partner** director or **Employee**.
- D. Details of the safes used for containing **Money** are lodged with **Us**.

## Section 4 – Goods In Transit

### Insuring Clause

**We** will pay **You** up to the **Sum Insured** as stated in the **Schedule** for **Damage** to goods whilst in **Transit** within the **Territorial Limits** during the **Period of Insurance**. **We** will at **Our** option, replace or repair such goods.

For the purposes of the **Sum Insured** under this **Section** all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single loss, claim and occurrence.

### Definitions

The following definitions apply to this **Section** and shall keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 4** Definition, the Definitions in **Section 4** shall prevail.

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|                |  |
|----------------|--|
| <b>Transit</b> | Whilst the goods are being loaded upon, carried by motor vehicles, articulated vehicles and trailers owned or operated by <b>You</b> and temporarily housed upon or being unloaded from the vehicle and concluding when the goods have either been placed at the <b>Premises</b> or receipt acknowledged by the consignee. |
|----------------|--|

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### Extensions applicable to Section 4 – Goods in Transit

The insurance cover provided by this **Section** is extended to include the following when **We** have admitted liability under this **Section**:

**1. Debris Removal Costs**

The additional costs necessarily incurred in removing debris, consequent upon **Damage** to the goods in **Transit**. The maximum **We** will pay is two thousand pounds (GBP2,000) for any one claim.

**2. Personal Possessions**

**Damage** to **Personal Possessions** belonging to any driver whilst carried in any vehicle which is conveying goods in **Transit**, up to an amount not exceeding five hundred pounds (GBP500) any one occurrence. **Excess** fifty pounds (GBP50) for each and every claim.

**3. Reloading Costs**

The additional costs incurred in:

- A. reloading goods which have fallen from **Your** vehicle involved in a road traffic accident;
- B. re-securing such goods where there is a dangerous movement of the load following a road traffic accident.

The maximum **We** will pay is five thousand pounds (GBP5,000) for any one claim.

**4. Sheets and Ropes**

Sheets, ropes, packing materials, belonging to **You**, whilst being carried on the vehicle. The maximum **We** will pay is one thousand pounds (GBP1,000) for any one claim.

### Exclusions applicable to Section 4 – Goods in Transit

**1 We** will not be liable under this **Section** for:

- A. living creatures or pets;
- B. electrical or magnetic fields, loss or erasure of electronic records;
- C. mechanical and/or electrical derangement or breakdown;
- D. any refrigerated stock for which the 'use by' or 'sell by date' of the refrigerated stock has already passed at the date of loss;
- E. **Consequential Loss** of any kind;
- F. money and other negotiable instruments of every description, securities, deeds, bonds, bills of exchange, promissory notes;
- G. jewellery, precious stones, precious metals, antiques, works of art, rare books, deeds, documents, manuscripts, business books, bullion, furs;
- H. **Your** plant, machinery and tools;
- I. goods carried by **You** for hire or reward;
- J. any legal liability of whatsoever nature.

**2 We** will not be liable for **Damage** to any goods in **Transit** arising out of or attributable to:

- A. Wear and tear, gradual deterioration, contamination, mildew, damp, insect or vermin;
- B. rust, corrosion, oxidation or discolouration or marring;

- C. inherent vice, latent defect, action of light or atmospheric or climatic conditions;
- D. spillage, leakage, evaporation, loss of weight or shrinkage, the transportation of illegal substances or illegal immigrants;
- E. breakdown of refrigeration and/or insufficient insulation, unless caused by any vehicle being directly involved in an accident;
- F. defective or inadequate packing or insufficient addressing;
- G. delay, confiscation, requisition, embargo or nationalisation, by or by order of the government or any public **Authority**;
- H. theft or attempted theft of goods from in or on soft topped, open topped, open sided or curtain sided vehicles, unless the conveying vehicle is stolen at the same time;
- I. dangerous goods as classified and regulated by The Carriage of Dangerous Goods and use of Transportable Pressure Equipment Regulations 2009. This exclusion shall not apply to small load exemptions for dangerous goods permitted by such regulations if all requirements applicable to such exemptions are complied with by **You**.

## Conditions applicable to Section 4 – Goods in Transit

### 1 Excess applicable to Section 4

Before **We** cover **You** under this **Section**, **You** will be responsible for any **Excess**

### 2 State of Repair

Throughout the **Period of Insurance** **You** must keep **Your** vehicles in a good state of repair and in a roadworthy condition and must keep security locks and alarms in a working condition

## Section 5 – Deterioration of Stock

### Insuring Clause

**We** will pay for contamination, deterioration or putrefaction of stock whilst contained in the cold chamber of a refrigerated unit in the **Premises** during the **Period of Insurance** up to the **Sum Insured** as stated in the **Schedule** caused by:

A change in unit temperature as a result of:

- 1 the breaking, distortion or burning out of any part of the unit, unit wiring or supply cable to the unit including the plug and fuse caused by mechanical or electrical defects in the unit while being used under normal working conditions; or
- 2 the failure of the temperature controls to operate correctly; or
- 3 accidental failure of the electricity supply; or
- 4 accidental leakage of refrigerant gasses or refrigerant fumes from the unit.

### Extension applicable to Section 5 – Deterioration of Stock

The insurance coverage provided by this **Section** is extended to reimburse **You**:

- 1 for the cost of removal and disposal of contaminated stock; and
- 2 the decontamination and cleaning of the unit,

provided **We** have agreed to pay **You** a claim for any loss caused by 1 to 4 under this **Section**.

The maximum **We** will pay is two thousand five hundred pounds (GBP2,500) for any one claim and in total for any one **Period of Insurance**.

### Exclusions applicable to Section 5 – Deterioration of Stock

**We** will not be liable under this **Section** for:

- 1 loss caused by wear, tear and gradual deterioration or gradually developing flaws or defects in the unit;
- 2 loss caused by failure to correctly set any temperature controls;
- 3 loss caused by any refrigeration unit which is more than ten (10) years old;
- 4 at the date of loss any refrigerated stock for which the 'use by' or 'sell by date' of the refrigerated stock has passed;
- 5 loss caused by failure of the public supply of electricity which does not exceed sixty (60) consecutive minutes;
- 6 loss caused by any deliberate act of the electricity supplier, including the exercise of its power to withhold or restrict supply;
- 7 loss caused by **Your** wilful neglect;
- 8 **Damage** to the unit;
- 9 **Damage** to stock not contained in the cold chamber of the refrigerated unit;
- 10 loss caused by the transmission or impact of any virus;
- 11 any loss for which cover is provided (or, if not purchased, is capable of being provided) under **Section 4** (Goods in Transit) of this **Policy**.

### Conditions applicable to Section 5 – Deterioration of Stock

#### 1 Excess applicable to Section 5

Before **We** cover **You** under this **Section**, **You** will be responsible for any **Excess**.

#### 2 Maintenance

Upon the expiry of any guarantee period, **You** must arrange and keep in force throughout the **Period of Insurance** a maintenance contract on refrigeration units.

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## Section 6 – Loss of Licence

### Insuring Clause

In the event of the licence for the sale of excisable liquors and any other purposes for which the licence was issued in respect of the **Business** carried out at the **Premises** being forfeited, suspended or withdrawn (including any refusal to renew) by the applicable licensing **Authority** during the **Period of Insurance**, **We** will pay up to **Our** maximum limit of liability as stated in this **Policy** or **Schedule** for:

- 1 The loss of **Gross Income**, subject to adjustment, in accordance with the following:
  - A. the amount by which the **Gross Income** during the **Indemnity Period** shall fall short of the **Gross Income** during the equivalent period immediately before the forfeiture, suspension or withdrawal of the licence;
  - B. by paying any additional expenses incurred in maintaining the **Gross Income** during the **Indemnity Period**, but not more than the loss avoided under A.;
  - C. less any amount saved during the **Indemnity Period** in respect of reduced expenses due to the forfeiture, suspension or withdrawal.
- 2 Charges payable by **You** to **Your** professional accountants for producing any particulars or details contained in **Your Business** books or such other proofs information or evidence as **We** may require.
- 3 The reduction in value in the **Premises** if **You** are unable to obtain a licence for a period of twelve (12) months from the date of forfeiture, suspension or withdrawal of the licence and **You** sell the **Premises**, if the sale commences within the **Indemnity Period**.
- 4 Up to five thousand pounds (GBP5,000) costs and expenses incurred by **You** with **Our** prior written consent for the sale of the **Premises**, if the sale commences within the **Indemnity Period**.

**Our** maximum liability will not exceed one hundred thousand pounds (GBP100,000) plus up to five thousand pounds (GBP5,000) for professional accountants charges any one claim and in total.

### Adjustment

In adjusting the amount paid all variations or special circumstances affecting the **Business** will be taken into account in order that the amount paid will represent as nearly as practicable the results which would have been expected if forfeiture, suspension or withdrawal of the licence had not occurred. If the event occurs in the first trading year the payment under 1, adjustment will be based on the trading figures immediately before the forfeiture, suspension or withdrawal of the licence.

### Definitions

The following definitions apply to this **Section** and will keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 6** Definition, the Definitions in **Section 6** shall prevail.

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|                         |   |
|-------------------------|---|
| <b>Gross Income</b>     | The money paid or payable to <b>You</b> in respect of food, drink, accommodation and services less the cost of food, drink and other variable expenses.   |
| <b>Indemnity Period</b> | The period beginning with the loss of licence and ending not later than twelve (12) months thereafter during which the results of the <b>Business</b> shall be affected in consequence of the loss of licence. Should the <b>Business</b> be disposed of within twelve (12) months of the loss of licence, this disposal date shall terminate the period. |

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### Exclusions applicable to Section 6 – Loss of Licence

**We** will not be liable under this **Section** if:

- 1 **You** are entitled to obtain payment of compensation under any legislation or bye-law in respect of the forfeiture, suspension or withdrawal of the licence;
- 2 alterations to the **Premises** requiring the consent of the licensing or other **Authority** were, or are, made without that consent;
- 3 the **Premises** where the **Business** is conducted is closed for any period not required by law;
- 4 the **Premises** are not maintained in a good state of sanitary condition or repair;
- 5 any direction or requirement of the licensing or other **Authority** is not complied with;
- 6 the forfeiture, suspension or withdrawal of the licence is caused wholly or partly as a result of **Your** misconduct or by **You** not taking all steps necessary to keep the licence in force;
- 7 forfeiture, suspension or withdrawal resulting from any alteration of planning **Policy** or the law affecting the grant, surrender, forfeiture, suspension or withdrawal of licences.

Exclusions 2. to 6. inclusive will not apply where **You** or any other claimant under this **Section** proves to **Our** satisfaction that the matter was completely beyond **Your** power or control.

## Conditions applicable to Section 6 – Loss of Licence

### 1 Alternative Trading

If, as a result of forfeiture, suspension or withdrawal of the licence, food, drink or accommodation shall be supplied or services rendered during the Indemnity Period elsewhere than **Your Premises** for the benefit of the **Business**, either by **You** or by others on **Your** behalf, the money paid or payable in respect of such food, drink, accommodation or services shall be brought into account in arriving at the reduction in Gross Income during the Indemnity Period.

### 2 Licence Alteration

**You** will on becoming aware of any:

- A. death, bankruptcy, incapacity, desertion of the **Premises** or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to their honesty, moral standing or sobriety) of the tenant, manager, occupier or licence holder;
- B. complaint against the **Business** or its control;
- C. change in the tenancy or management;
- D. transfer or proposed transfer of the licence;
- E. alteration in the purpose for which the **Premises** is used;
- F. objection to renewal or other circumstances which may endanger the licence or its renewal;

give **Us** notice in writing as soon as reasonably practicable, and in any event within thirty (30) days.

### 3 Value Added Tax

If **You** are accountable to the tax authorities for Value Added Tax all terms in this **Section** will be exclusive of such tax.

# Exclusions – applicable to all Sections of Part A

The following Exclusions apply to all **Sections** of **Part A** of this **Policy**. They operate only as Exclusions of cover and do not extend the cover provided by this **Policy** in any way. These Exclusions operate in addition to the General Exclusions and any **Section** Exclusions unless stated expressly not to apply.

## 1 Cyber Exclusion

This **Policy** does not cover **Damage**, loss or legal liability arising from:

- A. or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system;
- B. the onward transmission of any computer virus or other malware to any external party who uses **Your** website or has authorised connection to **Your** computer system;
- C. the denial of access or use by **You** or any authorised party to **Your** computer system;
- D. the content of **Your** website, email, intranet or extranet, including alterations or additions made by a hacker or any unauthorised external party;
- E. the failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date due to inherent defect or computer virus, malicious code or other malware;
- F. actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;
- G. defamation, libel, slander or malicious falsehood;
- H. any breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data;
- I. the unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which **You** obtained through the internet or extranet or website and hold in **Your** possession

## 2 Micro-Organism Exclusion

This **Policy** does not cover **Damage**, loss or legal liability arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including, but not limited to, any substance whose presence poses an actual or potential threat to human health. This Exclusion applies regardless of whether there is:

- A. **Damage**;
- B. any loss of use occupancy or functionality;
- C. any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns.

## 3 Nuclear Energy Risks

**We** will not pay any claim in respect of Nuclear Energy Risks regardless of whether they are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy**, 'Nuclear Energy Risks' shall be defined as all first party and or third party insurance in respect of;

- A. nuclear reactors and nuclear power stations or plant
- B. any other premises or facilities whatsoever related to or concerned with
  - i. the production of nuclear energy or
  - ii. the production or storage or handling of nuclear fuel or nuclear waste
- C. any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

## 4 Other Insurance

This **Policy** does not cover **Damage**, loss or legal liability in respect of which indemnity is available under any more specific insurance at the time of any claim made under this **Policy**, whether effected by **You** or by any other person or entity to whom indemnity would otherwise have been payable under this **Policy**.

## 5 Radioactive Contamination Exclusion

This **Policy** does not cover **Damage**, loss or legal liability resulting or arising from:

- A. ionising radiation by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- B. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

## 6 Terrorism Exclusion

The **Policy** does not cover **Damage**, loss, or legal liability for loss, **Damage**, cost or expense of whatsoever nature, caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, 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 any government and/or to put the public, or any **Section** of the public, in fear.

**We** also exclude loss, **Damage**, cost or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege, on reasonable grounds, that by reason of this Exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.

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

## 7 War Exclusion

This **Policy** does not cover **Damage**, loss or legal liability caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or use of military or usurped power

## 8 Infectious or Contagious Disease Exclusion

This **Policy** does not cover any loss, liability, cost or expense caused directly or indirectly by, or resulting from any one or more of the following, whether or not acting in any sequence with any other cause:

- A. infectious or contagious disease, epidemic or pandemic;
- B. Any fear or threat of a) above; or
- C. Any action taken to minimise or prevent the impact of a) above.

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.

# Conditions – applicable to all Sections of Part A of this Policy

## 1 Minimum Security Measures

It is a requirement of this **Policy** that the following minimum security measures are in place at **Your Premises** and put into effective operation when left **Unattended** unless otherwise endorsed or stated in **Your Schedule**.

The external doors of **Your Premises** or internal doors which provide access to any part of the **Buildings** not occupied by **You** are secured with at least one of the following security measures appropriate to the door type:

- A. mortice deadlock which has a minimum of 5 levers which conforms to British Standard BS3621 with a metal striking box plate for timber or steel framed doors;
- B. multi-point locking system which has a minimum of three locking points with key operated cylinder deadlock which conforms to British Standard PAS 3621:2011 for UPVC, composite, aluminium framed and sliding doors;
- C. a high security padlock of at least British Standard BS EN 12320 security grade 3 or Central European Norm (CEN) grade 3 with a minimum shackle thickness of 10mm and manufacturer's corresponding locking bar or keep for other doors or roller shutters manufactured to LPS 1175 Security Rating 1 or above;
- D. two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door for double or multiple folding leaf doors, other than where any leaf door is required to be opened externally, in which case appropriate locks to the standards specified in either A. to C. are in place.

Windows/skylights capable of opening at ground floor, basement or other floor levels (which are "easily accessible") are secured with key operated locking devices with keys removed. This requirement does not apply to windows/skylights which are protected by solid steel bars, grilles, locked gates, shutters, expanded metal or weld mesh.

For the purposes of this requirement "easily accessible" are those levels that can be reached from the ground (without the use of a ladder) or by climbing up via extension balconies, downpipes, external staircases and fire escapes, canopies, outbuildings, garages, walls, nearby flat roofs, trees adjoining or next door **Premises**.

Any door or window designated as a fire exit following a fire risk assessment or building regulations may be excluded from these requirements. These are secured internally by panic bolts or fire exit bolts (capable of opening at all times) suitable for use in emergency escape situations other than when the **Premises** is left **Unattended**. Any additional security devices must be approved by the local Fire Prevention Officer

## 2 Other Interests

It is agreed that various parties may have a legal interest in part of the property insured by this **Policy** and **You** undertake to declare the names, nature and extent of any interest of any such parties at the time of **Damage**.

## 3 Physical Protections

For the purpose of **Sections 1 (Property Damage)**, **2 (Business Interruption)** and **6 (Money and Assault)**, **You** will ensure that at the start of this insurance and throughout the **Period of Insurance**:

- A. all security protections in place at the **Premises** shall not be withdrawn altered or varied without **Our** prior written consent;
  - B. any fire alarm system and fire extinguishers will be maintained in proper working order;
  - C. all locking devices and intruder alarm systems will be maintained in proper working order;
  - D. whenever the **Premises** are left **Unattended**:
    - i. all locking devices and intruder alarm systems must be put into full and effective operation;
    - ii. all keys/security cards/fobs/codes which operate intruder alarm systems and/or surveillance systems which enable access to the **Premises**, safes, strongrooms or any other secured area or device in which property insured is kept must be removed from the **Premises**;
  - E. as soon as **You** discover or become aware of any defects in security protections:
    - i. such defects must be remedied; and
    - ii. **You** must advise **Us**;
- as soon as reasonably practicable.

Failure to comply with any of these requirements may result in **Us** not paying all or part of **Your** claim.

#### 4 Underinsurance and Ten per cent (10%) Allowance

If, at the time of **Damage** commencing, **Your** chosen **Sum Insured** (as stated by each separate item in the **Schedule**) is less than the actual value (or the reinstatement cost as applicable) of the property covered, the amount **We** will pay will be reduced proportionately. **You** will be responsible for the difference and retain a proportionate share of the amount payable for all such **Damage**.

For **Section 2 – Business** Interruption consequent upon **Damage**, **You** will similarly retain a proportionate share in a like manner should the **Sum Insured** stated by each separate item in the **Schedule** be less than the actual loss sustained for the basis of cover **You** have selected.

**We** will waive **Your** proportionate share of the amount payable for all such **Damage**, if the difference in amount of the **Sum Insured** stated by each item separately in the **Schedule** is ten per cent (10%) or less than the actual value (or the reinstatement cost as applicable) of the property covered.

In calculating whether underinsurance and waiver of underinsurance applies **We** will take into account any applicable **Policy** provisions which supplement the amount payable by **Us**.

#### 5 Vehicle Security Requirements

Whenever any property belonging to **You** or for which **You** are responsible is left in an **Unattended** vehicle, all keys must be removed from the vehicle, all doors and similar openings must be locked, all windows must be fully closed and any locking devices, immobilisers or alarms must be put into full operation

and

between the hours of 21:00 and 06:00 any **Unattended** vehicle must be kept:

- A. garaged in a locked building of concrete, brick or block construction; or
- B. in a locked compound with security fencing or walls of concrete, brick or block construction with a permanent security guard or recorded and monitored closed circuit television surveillance.

## Helpful Information

### Underinsurance Explained

#### What happens if Your Sum Insured is not enough and You have a loss?

Example of underinsurance If **Your** chosen **Sum Insured** is less than the actual total value of the property covered, **You** will not receive full settlement in the event of a loss and **You** shall be responsible for a proportionate share of a loss covered by this insurance.

The effect of underinsurance is shown in the following example:

---

|  |   |   |   |                                 |
|--|---|---|---|---------------------------------|
| <b>Your Chosen Sum Insured</b> is GBP 80,000 | ÷ | Actual total value of the property insured at time of <b>Damage</b> is GBP100,000 | × | The amount of loss is GBP20,000 |
|--|---|---|---|---------------------------------|

In this example: **You** have under Insured by 20%

Amount payable by **Us** (80%) = GBP16,000

(before **We** deduct any **Excess** due)

Amount retained by **You** (20%) = GBP4,000

(plus any **Excess** payable)

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*Note: In this example a proportional reduction is applied to the actual loss **You** have suffered, as **Your** chosen **Sum Insured** is less than the actual total value of property Insured at the time of loss. In this example the correct full amount which should have been **Your** chosen **Sum Insured** should have been GBP100,000.*

**You** should ensure **Your** chosen **Sum Insured** is accurate. **You** should seek professional advice if **You** are not sure. Having the correct **Sum Insured** is important to **You** to ensure **Your** property is adequately Insured. It is important to **Us** as **We** use this information to assess **Your** acceptability to **Us** and to calculate the correct premium for **You**. Also **We** use this to manage **Our** level of risk to **You** and all **Our** policyholders.

Professional advice is available from a many different sources, for example, one source is the Royal Institution of Chartered Surveyors (RICS) which operate a Building Cost Information Service (BCIS).

## **Policy Cover Part B**

### **Sections 7–11**

#### **Peninsula SafeCheck**

#### **Combined Liability**

#### **Commercial Legal Protection**

#### **Employment Legal Protection**



## Peninsula SafeCheck

As a new customer to Irwell Insurance Company, in conjunction with the Peninsula Group, **We** are providing **You** with a health and safety review of **Your** business; the review being conducted through video.

The video review enables Peninsula to deliver this review service to **You** with minimal disruption.

The SafeCheck Consultant engages with **You**, wherever **You** are, to carry out **Your** review.

### What does the Video SafeCheck comprise of?

The SafeCheck Consultant connects with **You** via Video technology, which includes a:

- H&S Documentation Review
- Questions, Advice & Solutions regarding **Your** work activities
- Tour of **Your** premises (via live, web streaming technology)

At the conclusion of the review the SafeCheck Consultant will provide **You** with a presentation of the findings.

The Peninsula Group will not share the outcome of any SafeCheck with **Us**.

### What are the key stages and outcomes?

- Step 1 Making **Your** video appointment, at a time that suits **You**
- Step 2 Peninsula's SafeCheck experts reviewing **Your** pertinent documentation (and any photographs) prior to the appointment
- Step 3 Carrying out the SafeCheck, including a presentation of the document review findings and even a remote tour of **Your** workplace
- Step 4 Answering **Your** Health and Safety questions and offering best practice solutions
- Step 5 Providing full feedback to **You**, via the SafeCheck Report.

**You** can contact the Peninsula SafeCheck team to activate this inclusive benefit and arrange the appointment by calling them directly on **0844 892 2486**, or by scanning this QR Code and requesting a call-back:



### Who are Peninsula?

Peninsula have been providing professional expertise and services to UK businesses since 1983, initially via employment law and health & safety and over the years expanding the range of services to meet the needs of business owners. Peninsula help UK small and medium sized businesses, taking care of the details with the kind of expertise and professional backup that larger companies take for granted.

# Definitions applicable to All Sections of Part B of this Policy

These Definitions apply in addition to the General Definitions and wherever they may be a conflict these Definitions will prevail

## Communicable Disease

- 1) Coronavirus being
  - a) Any coronavirus or
  - b) Any disease caused by any coronavirus; or
  - c) Any mutation or variation of any coronavirus or of any disease caused by any coronavirus
- 2) Any other infectious disease in humans which has been determined or declared to:
  - a) Constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time) and/or:
  - b) An outbreak identified as a major health incident in the United Kingdom, for which a scientific Advisory Group for Emergencies has been activated by the Cabinet office Briefing Room

## PFAS

Any organic molecule, salt, free radical or ion, the composition of which includes at least one:

- a) perfluorinated methyl group (-CF<sub>3</sub>); or
- b) perfluorinated methylene group (-CF<sub>2</sub>-).

Such as any perfluoroalkyl or polyfluoroalkyl substances for example.



# Definitions applicable to Sections 7 (Employers' Liability), 8 (Public Liability) and 9 (Products Liability)

## Aggregate

Is the total amount **We** shall pay in any one **Period of Insurance** for any and all claims

## Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos including any substance or product containing any asbestos fibres or derivatives.

## Authority

Any governmental or statutory authority or other body implementing or enforcing legislation or regulation, including bye-laws of any municipal or local authority, or European Union Directive, within the **Territorial Limits**.

## Bodily Injury

Bodily injury including physical injury, death, disease or illness (including but not limited to mental anguish or shock).

## Business Partner

Any person in business with **You** under the terms of a partnership agreement whether express or implied or under legislation.

## Employee

1. Person under a contract of service or apprenticeship with **You**; and
2. Upon the written confirmation of the first named party stated in the **Schedule** any person whilst working for **You** in connection with **Your Business** who is a:
  - a) person who is hired to or borrowed by **You**;
  - b) person engaged by **You** in connection with work experience or training scheme;
  - c) labour master or person supplied by him under **Your** control or supervision;
  - d) self-employed person working on a labour only basis under **Your** control or supervision;
  - e) voluntary helper;
  - f) person working under a community service order made pursuant to criminal justice legislation.

## Section 7 – Employers' Liability

| What is covered  | What is not covered   |
|--|---|
| <p><b>We</b> will cover <b>You</b> for all sums which <b>You</b> may become legally liable to pay as compensation including claimants costs and expenses in respect of <b>Bodily Injury</b> caused during the <b>Period of Insurance</b> to any <b>Employees</b> arising out of and in the course of their employment by <b>You</b> in the <b>Business</b> within the <b>Territorial Limits</b>.</p> <p><b>We</b> will also pay <b>Your</b> costs and expenses incurred with <b>Our</b> prior written consent:</p> <ol style="list-style-type: none"> <li>in defence of any claims;</li> <li>for representation at any coroners inquest in respect of any death;</li> </ol> <p>which may be the subject of indemnity under this <b>Section</b>.</p> <p>For the purposes of this <b>Section</b> (including any applicable <b>Limit of Indemnity</b>) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.</p> <p>The most <b>We</b> will pay is the <b>Limit of Indemnity</b> as stated in the <b>Schedule</b> for any one occurrence, inclusive of all costs and expenses.</p> <p>Extensions:</p> <p>The insurance coverage provided by this <b>Section</b> is extended to include the following:</p> <ol style="list-style-type: none"> <li><b>Accidental Discovery of Notifiable Asbestos and Work with Non Notifiable Non Licensed Asbestos</b></li> </ol> <p>Legal liability for <b>Bodily Injury</b> to <b>Employees</b> caused by or arising from Non Notifiable and/or accidental discovery of <b>Notifiable Asbestos</b> or materials suspected to be <b>Notifiable Asbestos</b> when arising from Non Notifiable Non Licensed Asbestos work as permitted by the Control of Asbestos Regulations 2012.</p> <p><b>You</b> must ensure that:</p> <ol style="list-style-type: none"> <li>all handling, removal, stripping out, demolition, storage, transportation or disposal of that which is suspected to be <b>Notifiable Asbestos</b> ceases immediately upon discovery until the composition of all such materials is established;</li> <li>any subsequent handling, removal, stripping out, demolition, storage, transportation or disposal of <b>Notifiable Asbestos</b> is carried out by a Health and Safety Executive (HSE) licensed contractor on terms which cover <b>You</b> for all liability arising out of such work;</li> </ol> | <p><b>We</b> shall not be liable under this <b>Section</b> for:</p> <ol style="list-style-type: none"> <li><b>Offshore Exclusion</b></li> </ol> <p><b>Bodily Injury</b> to any <b>Employee</b> which arises out of <b>Offshore</b> work other than when specified in the <b>Schedule</b> as operative and only to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of <b>Employees</b> in which case <b>Our</b> total liability to pay damages inclusive of costs and expenses shall not exceed the minimum statutory limit of five million pounds (GBP5,000,000) in respect of any one occurrence.</p> <ol style="list-style-type: none"> <li><b>Repatriation Costs Exclusion</b></li> </ol> <ol style="list-style-type: none"> <li>any medical costs or medical expenses;</li> <li>any repatriation costs or repatriation expenses;</li> </ol> <p>incurred by any <b>Employee</b> whilst outside the <b>Territorial Limits</b>.</p> <ol style="list-style-type: none"> <li><b>Road Traffic Act Exclusion</b></li> </ol> <p><b>Bodily Injury</b> to any <b>Employee</b> to the extent that compulsory motor insurance or security is required in <b>Your</b> name under the Road Traffic Act 1988 or by any other compulsory insurance required by road traffic legislation.</p> <ol style="list-style-type: none"> <li><b>Terrorist Acts Exclusion</b></li> </ol> <p><b>Bodily Injury</b> to any <b>Employee</b> which arises out of an act of terrorism except to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of <b>Employees</b> in which case <b>Our</b> total liability to pay damages inclusive of costs and expenses shall not exceed the minimum statutory limit of five million pounds (GBP5,000,000) in respect of any one occurrence.</p> <p>An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, 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 any government and/or to put the public, or any section of the public, in fear.</p> |

**Our** liability to pay compensation including costs and expenses in respect of any **Asbestos** shall not exceed the minimum statutory limit of five million pounds (GBP 5,000,000) in respect of any one occurrence.

For the purposes of the cover provided by this extension, General Exclusions applicable to Sections 1-9 of this Policy number 1. (Asbestos) shall not apply.

## **2. Court Attendance Costs**

**We** will pay **You** the daily rates as stated below if any of the following are required to attend court as a witness at **Our** request:

- a. any of **Your** directors or **Business Partners**: daily rate five hundred pounds (GBP500);
- b. any **Employee**: daily rate two hundred and fifty pounds (GBP250).

## **3. Indemnity to other Person(s) and Parties**

At the request of the first named party stated in the **Schedule** and with **Our** written consent **We** shall cover:

- a. any director, partner or **Employee** of **Yours** while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**;
- b. any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

Provided that;

- i. such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.
- ii. **We** have full conduct and control of the claim.
- iii. **Our** liability to all parties indemnified under this extension shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

## **4. Non-Manual Work Overseas and Manual Work in the European Economic Area**

Legal liability in respect of **Bodily Injury** caused outside of the **Territorial Limits** to **Employees** ordinarily resident and under a contract of employment or apprenticeship entered into within the **Territorial Limits** when temporarily engaged in non-manual work elsewhere in the world and manual work whilst within the European Economic Area geographical limits.

This extension does not provide any coverage:

- a. for **Offshore** work of any kind.

- b. Required to comply with local labour laws or workers compensation act coverage requirements outside of the **Territorial Limits**.

#### 5. Unsatisfied Court Judgments

We will, at **Your** request, pay costs and damages to any **Employee** or their personal representative, which remain unpaid six (6) months after the date a judgment for **Bodily Injury** to the **Employee** which was obtained against another party domiciled within the **Territorial Limits**.

Payment will only be made where:

- a. the **Bodily Injury** was caused in the course of **Your Business** and during the **Period of Insurance**;
- b. the judgment was made in a court within the **Territorial Limits**;
- c. there is no appeal outstanding to the judgment;
- d. the **Employee** or their personal representative assigns the judgment debt to **Us**.

#### 6. Wage Replacement following a RIDDOR reportable incident

The following definitions apply to this extension in addition to those included in the **Policy** which are applicable to **Sections 7, 8 and 9**:

**Absence** – A continuous period of medically certified absence by an **Employee** which is solely due to a **RIDDOR** reportable accident arising out of and in the course of their employment.

**Bodily Injury** – As defined in the **Policy** as **Injury** but not any illness or disease that is gradual in its development or is the result of exposure to **Asbestos**.

**Circumstances** – The factual details of a **RIDDOR** reportable accident in the workplace.

**Injured Person** – The **Employee** who has sustained a **RIDDOR** reportable accident in the workplace and has been selected by the **Insured** to be the subject of a **Wage Replacement Claim** request.

**Investigation** – The preliminary process which is designed to be completed within 14 days of a claim notification and by which **We** determine whether the **Circumstances** will give rise to a legal liability.

**RIDDOR** – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013, which puts duties on the **Business** to report certain serious workplace accidents, occupational diseases and specified dangerous occurrences.

**Wage Replacement Claim** – A notification from the **Insured** of a **RIDDOR** reportable accident in the workplace where a decision has been made by the **Insured** to contribute to pay **Wages** to the **Injured Person** during **Absence**.

**Wages** – Payment equivalent to normal pay including overtime and bonus calculated as a monthly average over the preceding twelve-month period.

It is agreed that at the request of the **Insured** this extension will indemnify the **Insured** in respect of **Wages** paid to an **Injured Person** following **Bodily Injury** which results in **Absence** where it is reasonable for the **Insured** to infer the **Circumstances** will on balance of probabilities give rise to a legal liability.

Provided always that:

- a. The **Circumstances** are notified as a **Wage Replacement Claim** within 21 days of knowledge of the incident to:

DWF Claims Management & Adjusting  
Redcliff Quay  
120 Redcliff Street  
Bristol  
BS1 6HU

Claims telephone: 0344 892 3937

Email: [irwell@dwfclaims.com](mailto:irwell@dwfclaims.com)

- b. Where the **Insurer's Investigation** deems that on the balance of probabilities a liability will attach to the **Insured** this extension shall indemnify for a maximum period of 52 weeks from the date of commencement of the **Absence**.
- c. **Wages** paid by the **Insured** prior to determination of liability by **Us** shall be limited to a maximum of 28 days **Absence** where **Our** subsequent **Investigation** deems that on the balance of probabilities no liability will attach.
- d. In the event of **Absence** not exceeding 30 consecutive days the indemnity will be subject to a £750 **Excess**.
- e. The **Insured** shall assist in providing any reasonable programme of rehabilitation to the **Injured Person** at **Our** expense and at **Our** reasonable request the **Insured** will discontinue **Wages** payments should the **Injured Person** refuse to submit to such a programme without good reason or fails to provide evidence in support of continues **Absence**.
- f. The **Insured** will submit a schedule of **Wages** paid to the **Insured Person** at 90 day intervals to **Us** and **We** will reimburse the **Insured** upon presentation and approval of a schedule of **Wages** paid.
- g. **We** may cease reimbursing **Wages** under this extension at any stage should:

- i. Evidence become available indicating that on the balance of probabilities no liability will attach to the **Insured**
- ii. The **Insured** breach any term or condition of this **Policy**
- iii. The **Insured** fail to cooperate with **Our** reasonable requests

**Our** intention to cease reimbursing **Wages** under this extension shall be notified to the **Insured** in writing.

- h. At **Our** request the **Insured** shall use their best endeavours to obtain a signed medical consent form from the **Injured Person** in the format prescribed by **Us** upon completion of the **Investigation**.
- i. This extension does not apply in respect of **Injury** sustained by **Employees** of the **Insured** whilst working permanently outside Great Britain Northern Ireland the Isle of Man or the Channel Islands.
- j. This extension does not confer any rights to an **Employee**.
- k. This extension does not apply in respect of any **Communicable Disease**.



## Conditions applicable to Section 7 – Employers' Liability

### 1. Provisions of Compulsory Law

The indemnity provided by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of legal liability to **Employees** within the **Territorial Limits** but **You** agree to repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

### 2. Certificate of Employers' Liability Insurance

If this **Policy** or this **Section** is cancelled, any Certificate of Employers' Liability Insurance shall be similarly cancelled from the same date.

### 3. Personal protective equipment for employees and provision of work equipment

- a) **You** shall ensure compliance with the requirements of the Personal Protective Equipment at Work Regulations 1992 and/or Provision and use of Work Equipment Regulations 1998 (PUWER) or any subsequent legislation amending or replacing such Regulations; and
- b) **You** must hold for **Our** inspection for a period of not less than five (5) years a copy of up to date records regarding the issue, maintenance and any other information which needs to be recorded in compliance with Personal Protective Equipment at Work Regulations 1992 and/or Provision and use of Work Equipment Regulations 1998 (PUWER).

### 4. Compliance with government guidance regarding working safely during a pandemic

**You** shall ensure compliance, as far as reasonably practicable, with the latest government guidance on working safely during a pandemic, including the COVID-19 pandemic, this shall include:

- a. completing a suitable and sufficient assessment of the risks in the workplace and reviewing and updating (where required), when government guidance changes.
- b. Identifying suitable and sufficient control measures to manage that risk
- c. implement sufficient control measures to manage the risk
- d. providing information and instruction to **Employees** and those visiting **Your Premises**

## Section 8 – Public Liability

### Definitions

The following definitions apply to this **Section** and shall keep the same meaning wherever they appear. In the case of any conflict between the general definitions and a **Section 8** definition, the definitions in **Section 8** shall prevail.

#### Vehicle

Any mechanically propelled vehicle (including any attached machinery or apparatus) and trailer being used in circumstances, where compulsory motor insurance or security is required in **Your** name under the Road Traffic Act 1988 or by any other compulsory insurance required by road traffic legislation.

| What is covered  | What is not covered   |
|--|---|
| <p><b>We</b> will cover <b>You</b> for all sums which <b>You</b> may become legally liable to pay as compensation including claimants costs and expenses in respect of:</p> <ol style="list-style-type: none"><li>1. accidental <b>Bodily Injury</b> to any person other than an <b>Employee</b>;</li><li>2. accidental <b>Damage</b>;</li><li>3. accidental trespass, accidental nuisance;</li><li>4. charges of wrongful arrest or malicious prosecution brought against <b>You</b> arising out of any allegation of shoplifting at <b>Your Premises</b>;</li></ol> <p>occurring during the <b>Period of Insurance</b> within the <b>Territorial Limits</b> in connection with the <b>Business</b>.</p> <p><b>We</b> will also pay <b>Your</b> costs and expenses incurred with <b>Our</b> prior written consent:</p> <ol style="list-style-type: none"><li>a. in defence of any claims;</li><li>b. for representation at any coroners inquest in respect of any death;</li></ol> <p>which may be the subject of indemnity under this <b>Section</b>.</p> <p>For the purposes of this <b>Section</b> (including any applicable <b>Limit of Indemnity</b>) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.</p> <p>The most <b>We</b> will pay is the <b>Limit of Indemnity</b> as stated in the <b>Schedule</b> for any one occurrence, inclusive of all costs and expenses.</p> <p>Extensions:</p> <p>The insurance coverage provided by this <b>Section</b> is extended to include the following:</p> <ol style="list-style-type: none"><li>1. <b>Consumer Protection and Food Safety Acts</b></li></ol> | <p><b>We</b> shall not be liable under this <b>Section</b> for the following:</p> <ol style="list-style-type: none"><li>1. <b>Aircraft and Watercraft Exclusion</b><br/><b>We</b> do not cover legal liability arising from <b>You</b> owning, possessing or using any:<ol style="list-style-type: none"><li>a. aircraft, drones and other aerial devices;</li><li>b. watercraft or other vessels (other than small vessels of 3 metres or less on inland waterways).</li></ol></li><li>2. <b>Airside &amp; Airport Exclusion</b><br/><b>We</b> do not cover legal liability arising in connection with any work undertaken in or on:<ol style="list-style-type: none"><li>a. aircraft, drones and other aerial devices;</li><li>b. any airport, aerodrome or helipad including runways, manoeuvring areas or aprons or any part of an airport, aerodrome or helipad to which aircraft ordinarily have access.</li></ol></li><li>3. <b>Contractual Liability Exclusion</b><br/><b>We</b> do not cover legal liability assumed by <b>You</b> under a contract or agreement unless such liability would have attached to <b>You</b> in the absence of the contract or agreement.</li><li>4. <b>Custody and Control Exclusion</b><br/><b>We</b> do not cover legal liability for any property in <b>Your</b> care, custody or control, other than:<ol style="list-style-type: none"><li>a. <b>Employees'</b> or visitors' personal effects. The maximum <b>We</b> shall pay is two thousand five hundred pounds (GBP2,500) in the <b>Aggregate</b>.</li><li>b. Any premises (including contents) not being premises owned leased or rented to <b>You</b> which are temporarily occupied by <b>You</b> for the purpose of carrying out work in or to such premises.</li></ol></li><li>5. <b>Damage to Owned Leased or Rented Premises Exclusion</b><br/><b>We</b> do not cover legal liability for:</li></ol> |

At **Your** request and with **Our** written consent **We** shall pay the legal expenses incurred by any **Business Partner**, director or **Employee** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

- a) Part 2 of the Consumer Protection Act 1987; or
- b) Part 2 of the Food Safety Act 1990;

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.

**We** will not pay for:

- I. any legal expenses unless **We** have the conduct and control of all proceedings and appeals;
- II. fines or penalties of any kind;
- III. proceedings or appeals in respect of any deliberate act or omission.

## 2. Court Attendance Costs

**We** will pay **You** the daily rates as stated below if any of the following are required to attend court as a witness at **Our** request:

- a) any of **Your** directors or **Business Partners**: daily rate five hundred pounds (GBP500);
- b) any **Employee**: daily rate two hundred and fifty pounds (GBP250).

## 3. Defective Premises Act 1972

**We** shall pay **You** in respect of **Your** legal liability incurred by **You** in connection with **Your Business** under section 3 of the Defective Premises Act 1972.

This extension shall not apply to the cost of rectifying any damage or defect in the **Premises** or land disposed of.

## 4. Indemnity to other Person(s) and Parties

At the request of the first named party stated in the **Schedule** and with **Our** written consent **We** shall cover:

- a) any director, partner or **Employee** of **Yours** while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**;
- b) any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

Provided that:

- I. such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of

- a. **Damage** to premises (or fixtures and fittings) presently or at any time previously owned leased or rented to **You** if liability for **Damage** is assumed by **You** under a lease or other agreement unless such liability would have attached in the absence of such agreement;
- b. **Damage** to land or water within or below the boundaries of any land or premises presently or at any time previously owned leased or rented to **You** or otherwise in **Your** care, custody or control.

## 6. Damage to Property Worked Upon Exclusion

**We** do not cover legal liability for **Damage** to the part of the property or article being worked upon and any consequential loss arising from **Damage** to the part of the property or article.

## 7. Defamation Libel and Slander Exclusion

**We** do not cover legal liability resulting or arising from defamation, libel, slander or malicious falsehood.

## 8. Defective Workmanship Exclusion

**We** do not cover legal liability for costs of recall, removal, repair, alteration, replacement, rectifying, reinstatement of property or article worked upon arising from defective or incorrect workmanship by **You** or anyone working on **Your** behalf.

## 9. Fungus Toxic Mould and Mildew Exclusion

**We** do not cover legal liability arising out of or related to any mould or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi) or:

- a. for any costs or expenses associated in any way with the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence of effects of, any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); or
- b. any obligation or duty to defend any actions arising out of or resulting from or in any way related to any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi).

## 10. Hazardous Substances Exclusion

**We** do not cover legal liability for any loss cost or expense arising out of or as a consequence of or related to:

- a. the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, use of or exposure to respirable crystalline silica (RCS) or polychlorinated

this **Policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.

- II. **We** have full conduct and control of the claim.
- III. **Our** liability to all parties indemnified under this extension shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

#### 5. Indemnity to Principals

**We** shall, at **Your** request, cover any principal to the extent required by a contract between **You** and the principal, in respect of legal liability arising solely from the negligent performance of work by **You** for such principal.

To qualify for indemnity under this extension:

- a) **We** shall retain sole conduct and control of any claim; and
- b) the principal shall observe and fulfil the requirements of this **Policy**, in so far as they can apply.

#### 6. Motor Contingent Liability

**We** shall cover **You** for **Your** vicarious legal liability arising out of the use in the course of the **Business** of any **Vehicle** which is neither **Your** property, nor provided by **You**.

This extension of cover shall not apply:

- a) for loss, destruction or damage, to such **Vehicle** or any property contained within it;
- b) whilst **You** are driving the **Vehicle**;
- c) to the **Vehicle** being driven with **Your** consent by any person who does not hold a licence to drive the **Vehicle**;
- d) for legal liability arising outside the **Territorial Limits**;
- e) to the ownership, possession or use by **You** or on **Your** behalf of any **Vehicle** for which compulsory insurance is required by legislation.

#### 7. Overseas Business and Personal Liability

**We** shall cover legal liability arising under any applicable jurisdiction for **You**, any of **Your** directors, **Business Partners** or **Employees** while temporarily outside of the **Territorial Limits** in connection with the **Business** and in a personal capacity provided **We** are not prohibited from doing so under any local statute or ordinance.

This extension of cover shall not apply:

- a. to legal liability arising out of the ownership or tenure of any land or building outside of the **Territorial Limits**;
- b. to **North America**, except in respect of non-manual work and activities, subject to the following additional limitations:
  - i. excluding legal liability arising from the pollution and contamination of buildings or other structures or of water or land or of the

biphenyls and any materials or products containing such substances; and

- b. any hazardous materials or substances which are required by any statute to be removed, encapsulated or otherwise abated because they may be hazardous to human health.

#### 11. Injury to Employees Exclusion

**We** do not cover legal liability in respect of **Bodily Injury** to any **Employee**.

#### 12. Motor Liability Exclusion

**We** do not cover legal liability arising out of the ownership possession or use by **You** or on **Your** behalf of any **Vehicle** for which compulsory insurance is required by legislation.

#### 13. Products Exclusion

**We** do not cover legal liability arising out of **Products**.

#### 14. Professional Advice and Design (for a fee) Exclusion

**We** do not cover legal liability arising from advice, error, omission in connection with, instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or provided by **You** or on **Your** behalf for a separate fee or under a separate contract.

#### 15. Use of Heat Away from your Premises Exclusion

**We** do not cover legal liability arising from any work by **You** or on **Your** behalf away from **Your Premises** involving the use of heat, naked flame, welding equipment or angle grinders.

atmosphere caused by the discharge, dispersal, release or escape of pollutants;

- ii. excluding payment for punitive, aggravated or exemplary damages;
- iii. the **Limit of Indemnity** shall be inclusive of all costs and expenses.



## Conditions applicable to Section 8 – Public Liability

### 1. Combined Limit of Liability for Sudden and Accidental Seepage, Pollution and Contamination

Subject to the General Exclusion applicable to Sections 1-9 of the Policy for Industries Gradual Seepage, Pollution and Contamination, **Our** total combined maximum liability for seepage, pollution or contamination shall be limited to and not exceed the per occurrence **Limit of Indemnity** stated in the **Schedule** and shall become a combined single aggregate amount (inclusive of all costs and expenses) for the **Period of Insurance** for both **Sections 8** (Public Liability) and 9 (Products Liability).

### 2. Excess applicable to Section 8

Before **We** cover **You** under this **Section**, **You** shall be responsible for any **Excess**.

## Section 9 – Products Liability

| What is covered  | What is not covered   |
|--|---|
| <p><b>We</b> will cover <b>You</b> for all sums which <b>You</b> may become legally liable to pay as compensation including claimants costs and expenses in respect of:</p> <ol style="list-style-type: none"> <li>1. accidental <b>Bodily Injury</b> to any person other than an <b>Employee</b>;</li> <li>2. accidental <b>Damage</b>;</li> </ol> <p>occurring anywhere in the world in accordance with any applicable jurisdiction other than <b>North America</b> provided <b>We</b> are not prohibited from doing so under any local statute or ordinance, during the <b>Period of Insurance</b> arising out of <b>Products</b> supplied by <b>You</b> from <b>Your Premises</b> within the <b>Territorial Limits</b>.</p> <p><b>We</b> will also pay <b>Your</b> costs and expenses incurred with <b>Our</b> prior written consent:</p> <ol style="list-style-type: none"> <li>a. in defence of any claims;</li> <li>b. for representation at any coroner's inquest in respect of any death;</li> </ol> <p>which may be the subject of indemnity under this <b>Section</b>.</p> <p>For the purposes of this <b>Section</b> (including any applicable <b>Limit of Indemnity</b>) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.</p> <p>The most <b>We</b> will pay is the <b>Limit of Indemnity</b> as stated in the <b>Schedule</b> for any one occurrence or series of occurrences and in the <b>Aggregate</b>, inclusive of all costs and expenses for any one <b>Period of Insurance</b>.</p> <p>Extensions:</p> <p>The insurance coverage provided by this <b>Section</b> is extended to include the following:</p> <ol style="list-style-type: none"> <li><b>1. Consumer Protection and Food Safety Acts</b></li> </ol> <p>At <b>Your</b> request and with <b>Our</b> written consent <b>We</b> shall pay the legal expenses incurred by any <b>Business Partner</b>, director or <b>Employee</b> in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:</p> <ol style="list-style-type: none"> <li>a. Part 2 of the Consumer Protection Act 1987; or</li> <li>b. Part 2 of the Food Safety Act 1990;</li> </ol> | <p><b>We</b> shall not be liable under this <b>Section</b> for the following:</p> <ol style="list-style-type: none"> <li><b>1. Aircraft and Watercraft Exclusion</b></li> </ol> <p><b>We</b> do not cover legal liability arising from <b>You</b> owning, possessing or using any:</p> <ol style="list-style-type: none"> <li>a. aircraft, drones and other aerial devices;</li> <li>b. watercraft or other vessels (other than small vessels of 3 metres or less on inland waterways).</li> </ol> <ol style="list-style-type: none"> <li><b>2. Contractual Liability Exclusion</b></li> </ol> <p><b>We</b> do not cover legal liability assumed by <b>You</b> under a contract or agreement unless such liability would have attached to <b>You</b> in the absence of the contract or agreement.</p> <ol style="list-style-type: none"> <li><b>3. Failure of Product Exclusion unless due to manufacturing defect</b></li> </ol> <p><b>We</b> do not cover legal liability arising from:</p> <ol style="list-style-type: none"> <li>a. the failure of a <b>Product</b> for its intended purpose arising out of design or formulation unless such failure is due to an unintentional error in the manufacture or assembly of the <b>Product</b>;</li> <li>b. any warranty or guarantee in respect of the <b>Product</b> or its performance.</li> </ol> <ol style="list-style-type: none"> <li><b>4. Fungus Toxic Mould and Mildew Exclusion</b></li> </ol> <p><b>We</b> do not cover legal liability arising out of or related to any mould or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi) or:</p> <ol style="list-style-type: none"> <li>a. for any costs or expenses associated in any way with the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence of effects of, any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); or</li> <li>b. any obligation or duty to defend any actions arising out of resulting from or in any way related to any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi).</li> </ol> <ol style="list-style-type: none"> <li><b>5. Hazardous Products Exclusion</b></li> </ol> <p><b>We</b> do not cover legal liability arising from:</p> |

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.

**We** will not pay for:

- i. any legal expenses unless **We** have the conduct and control of all proceedings and appeals;
- ii. fines or penalties of any kind;
- iii. proceedings or appeals in respect of any deliberate act or omission.

## 2. Court Attendance Costs

**We** will pay **You** the daily rates as stated below if any of the following are required to attend court as a witness at **Our** request:

- a. any of **Your** directors or **Business Partners**: daily rate five hundred pounds (GBP500);
- b. any **Employee**: daily rate two hundred and fifty pounds (GBP250).

## 3. Indemnity to other Person(s) and Parties

At the request of the first named party stated in the **Schedule** and with **Our** written consent **We** shall cover:

- a. any director, partner or **Employee** of **Yours** while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**;
- b. any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

Provided that;

- i. such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.
- ii. **We** have full conduct and control of the claim.
- iii. **Our** liability to all parties indemnified under this extension shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

- a. **Products** to be used in connection with or incorporated into or on any aircraft, drones and other aerial devices, airport, aerodrome, helipad or ground based aircraft control equipment;
- b. **Products** to be used in medical equipment or devices for internal, invasive and/or critical use in or on the human body;
- c. manufacture or supply of pharmaceutical and cosmetic **Products** other than retail sales;
- d. **Products** exported to **North America**.

## 6. Product Recall and Refund Exclusion

**We** do not cover legal liability arising from:

- a. the loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund in respect of any **Product**;
- b. **Damage** to any **Product** or for the costs of recall, removal, repair, alteration, replacement or reinstatement of such **Product** caused by any defect in it or the unsuitability for its intended purpose;
- c. **Damage** to or the cost of removing, reinstating, replacing or rectifying any **Product** under a separate previously completed contract.

## 7. Professional Advice and Design (for a fee) Exclusion

**We** do not cover legal liability arising from advice, error or omission in connection with instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or provided by **You** or on **Your** behalf for a separate fee or under a separate contract.

# Conditions applicable to Section 9 – Products Liability

## 1. Combined Limit of Liability for Sudden and Accidental Seepage, Pollution and Contamination

Subject to the Exclusion applicable to Sections 1-9 of the Policy for Industries Gradual Seepage, Pollution and Contamination, **Our** total combined maximum liability for seepage, pollution or contamination shall be limited to and not exceed the per occurrence **Limit of Indemnity** stated in the **Schedule** and shall become a combined single aggregate amount (inclusive of all costs and expenses) for the **Period of Insurance** for both **Sections** 8 (Public Liability) and 9 (Products Liability).

## 2. Excess applicable to Section 9

Before **We** cover **You** under this **Section**, **You** shall be responsible for any **Excess**.

## General Conditions applicable to Sections 7 (Employers' Liability), 8 (Public Liability) and 9 (Products Liability)

### 1. Premium Adjustment

If any part of the premium is based on estimates provided by **You**, **You** shall keep an accurate record containing all relevant information and shall at any time allow **Us** to inspect such record. **You** shall within ninety (90) days after the expiry of each **Period of Insurance** furnish **Us** the relevant information, including but not limited to wage roll and turnover, as **We** may require.

The premium shall then be adjusted and the difference paid by or allowed to **You**, subject to any minimum premium required, within thirty (30) days of receipt of **Our** adjusted premium calculations.

**We** reserve the right to request **You** to supply an auditor's certificate attesting to the accuracy of any information furnished to **Us**.

Where such estimates include remuneration to **Employees**, the required declaration shall also include remuneration to all persons defined as **Employees** by this **Policy**.

**Your** failure to declare such relevant information to **Us**, shall entitle **Us** to assess **Our** own estimate(s) if **We** so wish and calculate any further premium payment, which shall become payable by **You**.



## Exclusions applicable to Sections 7 (Employers' Liability), 8 (Public Liability) and 9 (Products Liability)

The following exclusions apply to **Policy Sections 7, 8 and 9** and shall keep the same meaning wherever they appear unless an alternative is stated to apply. They operate only as exclusions of cover and do not extend the cover provided by this **Policy** in any way. These Exclusions operate in addition to the **Section** exclusions unless stated expressly not to apply.

The following Exclusion shall not apply to **Section 7** (Employers' Liability) of the **Policy**.

### 1. Cyber Exclusion

This **Policy** does not cover legal liability arising from:

any computer virus, malicious code or other malware which causes the malfunction of or prevents access by **You** or any external party to any **Computer System** used in connection with **Your Business**;

the onward transmission of any computer virus or other malware to any external party who uses **Your** website or has authorised connection to **Your Computer System**;

the denial of access or use by **You** or any authorised party to **Your Computer System**;

the content of **Your** website, email, intranet or extranet, including alterations or additions made by a hacker or any unauthorised external party;

the failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date due to inherent defect or computer virus, malicious code or other malware;

actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;

defamation, libel, slander or malicious falsehood;

any breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data;

the unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which **You** obtained through the internet or extranet or website and hold in **Your** possession.

any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including data that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**, including any amount pertaining to the value of such data, nor shall it be considered as physical loss or damage for the purposes of this exclusion;

unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**;

any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**;

any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Definitions applicable to this Exclusion:

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

# Definitions applicable to Section 10 (Commercial Legal Protection) and Section 11 (Employment Legal Protection)

## Adviser's Costs and Expenses

- a. Reasonable and necessary costs, fees and disbursements chargeable by the **Appointed Adviser** which have been agreed by **Us** in accordance with **Our Standard Adviser's Terms of Appointment**.
- b. Costs and disbursements incurred by the other party in civil cases if an **Insured Person** is ordered to pay them or pay them with **Our** agreement.

## Appointed Adviser

The law firm, accountant or other suitably qualified person appointed by **Us** to act on **Your** behalf, under the terms and conditions of this insurance and in accordance with **Our Standard Adviser's Terms of Appointment**.

## Business/ Business Activity

The activities carried out by **You**, as shown in **Your Schedule**.

## Employee

Any prospective, current or former person contracted to work for **You** under a permanent full or permanent part time contract of employment or apprenticeship or an individual who works under **Your** supervision.

## Insured Incident

An incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and where **We** have agreed to provide cover under the terms and conditions of this insurance.

## Insured Person

**You**, and at **Your** request:

- a. **Your** directors, partners, managers, and **Employees**.

## Reasonable Prospects of Success

For each action following an **Insured Incident** there must always be more than a 50% chance that **You** will:

- a. recover any losses or damages;
- b. successfully defend a claim or prosecution;
- c. succeed in reducing a sentence, penalty or a fine if **You** plead guilty in a criminal prosecution;
- d. succeed in enforcing a judgment or obtain a legal remedy which **We** have agreed to; or
- e. make a successful appeal or defence of an appeal.

In all cases **We** or a suitably qualified expert acting on **Our** behalf will assess whether **Reasonable Prospects of Success** exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force.

## Standard Adviser's Terms of Appointment

A separate agreement, available on request, that **We** require an **Appointed Adviser** to enter into with **Us**. This agreement sets out the **Appointed Adviser's** responsibilities and the amounts **We** will pay the **Appointed Adviser** in respect of an **Insured Incident**.

## You or Your

The person, company or any other legal entity stated in the **Schedule**

# Section 10 – Commercial Legal Protection

## Introduction

Thank you for purchasing Commercial Legal Protection Insurance from Irwell Insurance Company Limited.

This insurance will support **You** in pursuing or defending **Your** legal rights in an **Insured Incident**.

This is **Your** Commercial Legal Protection **Policy** document and it provides evidence of the contract between **You** and the **Insurer**.

This document forms part of **Your Policy**, along with **Your Schedule**, any **Endorsements** and, where applicable, a completed proposal form or Statement of Fact. Together these documents will give **You** full details of **Your** cover and the obligations between **You** and the **Insurer**.

## Our obligation to you

In return for **You** paying or agreeing to pay the **Premium** shown in **Your Schedule** and subject to the terms, exclusions, limits and conditions of this **Policy** and any **Endorsements**, **We** will provide the cover detailed in the “Policy Cover” **Section** of this **Policy** below.

Provided that:

- I. The **Insured Incident** is within the **Territorial Limit**; and
- II. The action following an **Insured Incident** always has **Reasonable Prospects of Success** which must be present throughout the duration of the action.

In no circumstances will **Our** liability to **You** exceed the **Limit of Indemnity** detailed in **Your Schedule**.

## Helpline Service

**You** have access to the Helpline Service shown below 24 hours a day, 365 days a year. Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

If **You** need to use the Helpline Service, please have ready **Your Policy** number or the name of the organisation who sold **You** this insurance.

To help **Us** monitor and improve service standards, all calls are recorded.

## Commercial Legal Advice Helpline

Provides **You** with confidential telephone legal advice on commercial legal matters subject to the laws of England, Wales, Scotland, Northern Ireland and the Isle of Man.

To use the personal legal advice helpline, please call **0344 892 0161**.

Please note the legal advice helpline is not intended to replace the services of a solicitor, but rather to assist **You** to identify the legal issues at hand, consider **Your** legal rights and what courses of action are available to **You** and whether **You** need to consult a solicitor. The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of documentation or specific legislation. General advice may be limited to signposting and referring **You** to other appropriate agencies, or recommending a specialist solicitor for further assistance, which may include considering cover under this insurance.

Using the Helpline Service, where obtaining legal advice, does not constitute notification of a claim. Please refer to the **How to make a claim** section described below.

**We** cannot be held responsible if any of the Helpline Service become unavailable for reasons outside of **Our** control.

## Insured Incident 1 – Breach of Restrictive Covenant

| What is covered  | What is not covered |
|--|---------------------|
| <p><b>Adviser's Costs and Expenses</b> to pursue <b>Your</b> legal rights in a dispute with a current or former <b>Employee</b> following their breach of a restrictive covenant expressly incorporated into their contract of employment with <b>You</b> which places restrictions on that current or former <b>Employee</b>:</p> <ul style="list-style-type: none"> <li>a) Working for a direct competitor of <b>You</b> in a similar role or setting up as a direct competitor to <b>You</b>;</li> <li>b) Contacting <b>Your</b> current customers or suppliers with the intention of taking their business from <b>You</b>;</li> <li>c) Contacting <b>Your</b> current <b>Employees</b> with the intention of hiring them to work for a direct competitor of <b>You</b>.</li> </ul> <p><i><b>Please note that the restrictive covenant must have been designed to reasonably and fairly protect <b>Your</b> legitimate business interests and must not contain any restrictions for periods longer than 12 months.</b></i></p> |                     |

## Insured Incident 2– Defence of Legal Rights

### Part 1 – Defending an Insured Person

| What is covered   | What is not covered   |
|---|---|
| <p><b>Adviser's Costs and Expenses</b> to defend an <b>Insured Person's</b> legal rights (only upon <b>Your</b> request) following an event arising from <b>Your Business Activity</b> which leads to:</p> <p><b>a) Pre-charge</b></p> <p>An <b>Insured Person</b> being interviewed by the police or other authority with the powers to prosecute where the <b>Insured Person</b> is suspected of committing a criminal offence;</p> <p><b>b) Criminal prosecutions</b></p> <p>An <b>Insured Person</b> being prosecuted in a criminal court;</p> <p><b>c) Professional or regulatory body disciplinary hearings</b></p> <p>A formal investigation or disciplinary hearing brought against an <b>Insured Person</b> by a regulatory or professional body;</p> <p><b>d) Data Protection breaches</b></p> <p>Civil action taken against an <b>Insured Person</b> for compensation following a breach of Section 13 of the Data Protection Act 1998, including a compensation award the <b>Insured Person</b> is ordered to pay under Section 13 of the Data Protection Act 1998 for the holding, loss, or unauthorised disclosure of data;</p> <p><i>Please note that You must have registered Your organisation as a data controller with the Information Commissioner Office before the breach or alleged breach occurred.</i></p> | <p>Any claim relating to:</p> <ol style="list-style-type: none"><li>I. An <b>Insured Person</b> using or driving a motor vehicle;</li><li>II. Any investigation conducted by or on behalf of HMRC (this exclusion applies to <b>Insured Incident 4(a) – Pre-charge</b> only).</li></ol> |

### Part 2 – Defending You

| What is covered | What is not covered |
|-----------------|---------------------|
|-----------------|---------------------|

**Adviser's Costs and Expenses** to defend **Your** legal rights following an event arising from **Your Business Activity** which leads to:

**e) Wrongful Arrest**

Civil action taken against **You** for wrongful arrest following an allegation of theft from **Your** business premises;

**f) Appealing against a Statutory Notice**

An appeal against the imposition of terms of a Statutory Notice served on **You** by the relevant authority;

**g) Information Commission Officer (ICO) Appeals**

An appeal against the refusal of the ICO to register **Your** application for registration.

**Part 3 – Defending an Employee**

**What is covered**

**Adviser's Costs and Expenses** to defend an **Employee's** legal rights (only upon **Your** request) following an event arising from **Your Business Activity** which leads to:

**h) Unlawful discrimination**

Civil action taken against an **Employee** under legislation for unlawful discrimination on the grounds of age, gender, gender reassignment, sexual orientation, disability, race or religion or any other subsequent protected characteristic defined by Acts of Parliament;

**i) Pension trustee defence**

Civil action taken against an **Employee** in their role as a trustee of a pension fund set up for the benefit of **Your Employees**.

**What is not covered**

## Insured Incident 3 – Protecting Your Property

| What is covered   | What is not covered  |
|---|--|
| <p>a) <b>Nuisance and Trespass</b></p> <p><b>Adviser's Costs and Expenses</b> to pursue or defend <b>Your</b> legal rights in a civil dispute relating to a legal nuisance or trespass which interferes with the use or right over land and/or buildings owned or occupied by <b>You</b> or for which <b>You</b> are legally responsible.</p> <p><i>Please note that where the claim relates to a dispute over the boundary of <b>Your</b> land and/or buildings, <b>You</b> must be able to supply <b>Us</b> with proof of where that boundary lies.</i></p> <p>b) <b>Damage to Property</b></p> <p><b>Adviser's Costs and Expenses</b> to pursue <b>Your</b> legal rights following an event which causes physical damage to:</p> <ol style="list-style-type: none"> <li>Land and/or buildings owned or occupied by <b>You</b> for which <b>You</b> are legally responsible; and/or</li> <li>Material property owned by <b>You</b> for which <b>You</b> are legally responsible.</li> </ol> <p>c) <b>Service Occupancy Licences</b></p> <p><b>Adviser's Costs and Expenses</b> to pursue <b>Your</b> legal rights to recover possession of premises, owned by <b>You</b> or for which <b>You</b> are legally responsible, from a current or former <b>Employee</b>.</p> | <p>Any claim relating to:</p> <ol style="list-style-type: none"> <li>A contract <b>You</b> have entered into (other than a service occupancy licence in respect of <b>Insured Incident 3(c)</b>);</li> <li>Compulsory purchase orders, repossession or planning permissions, building regulations or restrictions or controls placed on <b>Your</b> land and/or buildings by any government, public or local authority;</li> <li>Any work carried out by, or under the order of, government, public or local authorities or their contractors (unless the claim is for accidental physical damage to <b>Your</b> land and/or buildings and/or material property);</li> <li>Motor vehicles owned or used by or hired or leased to an <b>Insured Person</b> (other than damage to motor vehicles where <b>Your Business Activity</b> is the selling of motor vehicles);</li> <li>Goods in transit or goods lent or hired out;</li> <li>Subsidence, heave, quarrying or mining activities.</li> </ol> |

## Insured Incident 4 – Personal Injury

| What is covered   | What is not covered  |
|---|--|
| <p><b>Adviser's Costs and Expenses</b> to pursue an <b>Insured Person's</b> (and family members who permanently live with them) legal rights following a sudden and specific event which causes death or bodily injury to the <b>Insured Person</b> (or family members who permanently live with them).</p> <p><b>Please note that:</b></p> <ol style="list-style-type: none"> <li>I. <b>We will only provide cover for an Insured Person</b> (and members of their family who permanently live with them) <b>at Your request; and</b></li> <li>II. <i>Claims relating to stress, mental illness, emotional or psychological injury are only covered if that condition is caused by a sudden and specific event which results in physical bodily injury to an Insured Person (or to members of their family who permanently live with them).</i></li> </ol> | <p>Any claim relating to illness or injury which develops gradually over a period of time or is not caused by a sudden and specific event.</p> |

## Insured Incident 5 – Jury Service and Witness Expenses

| What is covered   | What is not covered  |
|---|--|
| <p><b>We will pay an Insured Person's</b> lost salary or wages, up to a maximum of £1,000, from time taken off work to:</p> <ol style="list-style-type: none"> <li>a) Perform jury service;</li> <li>b) Attend a court, tribunal, mediation, arbitration, disciplinary or regulatory hearing at the request of an <b>Appointed Adviser</b> in respect of an <b>Insured Incident</b> under this <b>Policy</b>.</li> </ol> <p><b>Please note that:</b></p> <ol style="list-style-type: none"> <li>I. <b>We will only pay sums which cannot be recovered</b> from the relevant court, tribunal or any other party, or sums which are not payable by <b>You</b>; and</li> <li>II. <b>We will only provide this cover for an Insured Person</b> if <b>You</b> request that <b>We</b> do so.</li> </ol> | <p>Any claim where an <b>Insured Person</b> cannot provide evidence of the extent of their lost salary or wages.</p> |



## Insured Incident 6 – Statutory Licence Appeal

| What is covered  | What is not covered  |
|--|--|
| <p><b>Adviser's Costs and Expenses</b> in an appeal to the relevant statutory or regulatory authority, court, or tribunal, following their decision to suspend, cancel, alter the terms of or refuse to renew a licence or certificate of registration, which has been issued to <b>You</b> under statute or statutory instrument or by Government or Local Authority and which is required for <b>You</b> to carry out <b>Your Business Activity</b>.</p> <p><b>Please note that:</b></p> <p>I. <b>We will only provide cover for appeals and will not help with an application for an original or renewal of a licence or certificate of registration.</b></p> | <p>Any claim relating to the ownership, driving or use of a motor vehicle.</p> |

## Insured Incident 7 – Contract Disputes

| What is covered  | What is not covered  |
|--|--|
| <p><b>Adviser's Costs and Expenses</b> to pursue or defend <b>Your</b> legal rights in a dispute arising from a breach or alleged breach of a contract entered into by <b>You</b> for the purchase, sale, hire, hire purchase, lease, or provision of goods or of services.</p> <p><b>Please note that:</b></p> <p>I. <i>the amount in dispute must exceed £200 (including VAT);</i></p> <p>II. <i>if money is owed to <b>You</b>, all normal credit control procedures must be exhausted before <b>You</b> notify <b>Us</b> of a claim;</i></p> <p>III. <i>if the other party has not contested liability, <b>Your</b> claim will instead be considered under <b>Insured Incident-8 - Recovery of Undisputed Debts</b> (if that cover is in force).</i></p> | <p>Any claim relating to:</p> <p>I. the sale or purchase of land or buildings or any lease, tenancy, or licence to occupy land or buildings (other than a dispute with a professional adviser in connection with such matters);</p> <p>II. disputes over pensions, investments, guarantees, loans, mortgages, borrowing or any other arrangement <b>You</b> have with a bank, building society or supplier of credit;</p> <p>III. motor vehicles owned or used by or hired or leased to <b>You</b> (other than contract disputes for the sale of motor vehicles where <b>Your Business Activity</b> is the selling of motor vehicles);</p> <p>IV. disputes over the amount of money or compensation payable in respect of a claim under any insurance policy;</p> <p>V. disputes with a current or former <b>Employee</b> arising from an actual or alleged contract of employment;</p> <p>VI. computer hardware, software, systems, or services which have either been supplied by <b>You</b>, or have been custom-made by a supplier to <b>Your</b> specific requirements;</p> <p>VII. a breach or alleged breach of professional duty by an <b>Insured Person</b> or any error or omission in any advice given by an <b>Insured Person</b>.</p> |

## Insured Incident 8 – Recovery of Undisputed Debts

| What is covered  | What is not covered   |
|--|---|
| <p><b>Adviser's Costs and Expenses</b> to pursue <b>Your</b> legal rights to recover money and interest due to <b>You</b> arising from a breach or alleged breach of a contract entered into by <b>You</b> for the sale, hiring or leasing out or provision of goods or of services.</p> <p><b>Please note that:</b></p> <ul style="list-style-type: none"> <li>I. <i>the debt must exceed £200 (including VAT);</i></li> <li>II. <i>all normal credit control procedures must be exhausted before <b>You</b> notify <b>Us</b> of a claim;</i></li> <li>III. <i><b>We</b> must be satisfied that the other party has the financial means to pay the debt before <b>We</b> agree to take further action to recover that debt;</i></li> <li>IV. <i>if the other party contests liability, <b>Your</b> claim will instead be considered under <b>Insured Incident–7 - Contract Disputes</b> (if that cover is in force).</i></li> </ul> | <p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>I. the sale or purchase of land or buildings or any lease, tenancy, or licence to occupy land or buildings;</li> <li>II. pensions, investments, guarantees, loans, mortgages, borrowing or any other arrangement <b>You</b> have with a bank, building society or supplier of credit;</li> <li>III. motor vehicles owned or used by or hired or leased to <b>You</b> (other than contracts for the sale of motor vehicles where <b>Your Business Activity</b> is the selling of motor vehicles);</li> <li>IV. the amount of money or compensation payable in respect of a claim under any insurance policy;</li> <li>V. sums owed by a current or former <b>Employee</b> arising from an actual or alleged contract of employment;</li> <li>VI. computer hardware, software, systems, or services which have been supplied by <b>You</b>.</li> </ul> |

# Section 11 – Employment Legal Protection

## Introduction

Thank you for purchasing Employment Legal Protection Insurance from Irwell Insurance Insurance Company Limited.

This insurance will support **You** in pursuing or defending **Your** legal rights in an **Insured Incident**.

This is **Your** Employment Legal Protection **Policy** document and it provides evidence of the contract between **You** and the **Insurer**.

This document forms part of **Your Policy**, along with **Your Schedule**, any **Endorsements** and, where applicable, a completed proposal form. Together these documents will give **You** full details of **Your** cover and the obligations between **You** and the **Insurer**.

## Our obligation to you

In return for **You** paying or agreeing to pay the **Premium** shown in **Your Schedule** and subject to the terms, exclusions, limits and conditions of this insurance and any endorsements, **We** will provide the cover detailed in the “Policy Cover” section of this **Policy** below.

Provided that:

- i. The **Insured Incident** is within the **Territorial Limit**; and
- ii. The action following an **Insured Incident** always has **Reasonable Prospects of Success** which must be present throughout the duration of the action.

In no circumstances will **Our** liability to **You** exceed the **Limit of Indemnity** detailed in **Your Schedule**.

## Helpline Service

**You** have access to the Helpline Service shown below. Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

If **You** need to use the Helpline Service, please have ready **Your Policy** number or the name of the organisation who sold **You** this insurance.

To help **Us** monitor and improve service standards, all calls are recorded.

## Irwell Law Helpline

Provides **You** with confidential telephone legal advice on employment legal matters subject to the laws of England.

To use the Irwell Law Helpline, please call **0344 892 0117**. The Irwell Law Helpline operates Monday to Friday, 9am to 5pm.

Please note the legal advice helpline is not intended to replace the services of a solicitor, but rather to assist **You** to identify the legal issues at hand, consider **Your** legal rights and what courses of action are available to **You** and whether **You** need to consult a solicitor. The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of documentation or specific legislation. General advice may be limited to signposting and referring **You** to other appropriate agencies, or recommending a specialist solicitor for further assistance, which may include considering cover under this insurance.

Using the Helpline Service, where obtaining legal advice, does not constitute notification of a claim. Please refer to the **How to make a claim** section described below.

**We** cannot be held responsible if any of the Helpline Service become unavailable for reasons outside of **Our** control.

## Policy Cover Section 11 Employment Legal Protection

### Insured Incident 1 – Employment Disputes

| What is covered  | What is not covered  |
|--|--|
| <p><b>Adviser's Costs and Expenses</b> to defend <b>You</b> in a dispute with a current, former or prospective <b>Employee</b>, or an individual who alleges they are employed by <b>You</b>, following a breach or alleged breach by <b>You</b> of:</p> <ul style="list-style-type: none"> <li>a) A contract of employment or alleged contract of employment; and/or</li> <li>b) Employment legislation.</li> </ul> | <p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>I. Redundancy or alleged redundancy or unfair selection for redundancy which happens in the first 180 days of the first <b>Period of Insurance</b> (<b>We</b> will not apply this exclusion where <b>You</b> had continuous equivalent legal expenses insurance immediately before this insurance started);</li> <li>II. Disputes arising solely from personal injury.</li> </ul> |

### Insured Incident 2 – Employment Compensation Awards

| What is covered  | What is not covered   |
|--|---|
| <p>Where <b>We</b> have accepted <b>Your</b> claim under <b>Insured Incident 1 – Employment Disputes</b>, <b>We</b> will pay:</p> <ul style="list-style-type: none"> <li>a) Basic Awards, Compensatory Awards and/or compensation for breaches of employment legislation which have been awarded against <b>You</b> by a court or tribunal; or</li> <li>b) A sum <b>We</b> have agreed to settle the dispute which <b>We</b> have considered to be reasonable and proportionate.</li> </ul> <p><i>Please note that at all times You must have followed the legally correct process and procedure in relation to any matter that could give rise to an Insured Incident.</i></p> <p><i>Failure to follow the legally correct process and procedure will result in Us not paying an award of compensation or any sums to settle the dispute.</i></p> | <ul style="list-style-type: none"> <li>I. Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.</li> <li>II. Redundancy payments or monies due or payable under a contract of employment, service agreement or related document or from any related, implied or incorporated terms of a contract of service.</li> <li>III. Any awards or increased awards following <b>Your</b> failure to comply with a current or previous recommendation of a court or tribunal or failure to comply with reinstatement or re-engagement orders.</li> <li>IV. Awards of compensation relating to statutory rights under occupational pension schemes.</li> <li>V. Awards of compensation due to <b>Your</b> failure to pay the National Minimum Wage.</li> </ul> |

## General Conditions applicable to Section 10 (Commercial Legal Protection) and Section 11 (Employment Legal Protection)

**Section 10** (Commercial Legal Protection) and **Section 11** (Employment Legal Protection) of the **Policy** contain conditions and must be read in conjunction with the following General Conditions applicable to **Section 10** (Commercial Legal Protection) and **Section 11** (Employment Legal Protection), unless otherwise stated.

### 1. An Insured Person's Obligations

An **Insured Person** must:

- 1.1. Keep to the terms and conditions of this **Policy**;
- 1.2. Follow the legally correct process and procedure in relation to any matter that could give rise to an **Insured Incident**
- 1.3. Take all reasonable precautions to prevent or minimise the risk of a claim occurring under this **Policy** and to avoid incurring any unnecessary costs; and
- 1.4. Supply **Us** with honest and accurate information when asked to do so.

### 2. Appointment of an Appointed Adviser

- 2.1. If **We** accept an **Insured Person's** claim, **We** will appoint an **Appointed Adviser** who may be able to negotiate settlement before or without the need for court action.
- 2.2. If an **Insured Person's** claim cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a dispute), or if a conflict of interest arises (where **Our** chosen **Appointed Adviser** cannot act for the **Insured Person** as to do so would breach their professional code of conduct), the **Insured Person** is free to nominate a law firm or suitably qualified representative to act as the **Appointed Adviser**.
- 2.3. **We** will always choose the **Appointed Adviser** to act on the **Insured Person's** behalf in any claim where **We** are liable to pay a compensation award (this means **We** will always choose the **Appointed Adviser** for any claim arising under **Insured Incident 2(d) – Data Protection Breaches** in **Section 10** and under **Insured Incident 2 – Employment Compensation Awards** in **Section 11**).
- 2.4. Any law firm or suitably qualified representative nominated by an **Insured Person** must agree to represent the **Insured Person** in accordance with **Our Standard Adviser's Terms of Appointment** (which are available on request) and the most **We** will pay is no more than the amount **We** would have paid to **Our** own choice of **Appointed Adviser**.

### 3. Conduct of the claim

An **Insured Person** must:

- 3.1. Co-operate fully with **Us** and the **Appointed Adviser** and provide any relevant information, documentation, and evidence in connection with a claim when asked to do so; and
- 3.2. Keep **Us** and the **Appointed Adviser** fully informed of any developments and instruct the **Appointed Adviser** to provide **Us** with any information **We** ask for.

An **Insured Person** must not:

- 3.3. Act in a way which obstructs **Us** or the **Appointed Adviser** or hinders the progress of a claim; and
- 3.4. incur any **Adviser's Costs and Expenses** or any other costs or amounts without **Our** consent

**We** can:

- 3.5. Contact the **Appointed Adviser** at any time and have access to all documents, information, and evidence regarding an **Insured Person's** claim;
- 3.6. Withdraw funding for a claim and pursue an **Insured Person** to recover **Adviser's Costs and Expenses** or other costs or amounts already paid, if the **Insured Person** pursues or withdraws from that claim without **Our** consent or fails to pass on any instructions to the **Appointed Adviser**;
- 3.7. Withdraw funding for a claim if an **Insured Person** dismisses the **Appointed Adviser** without **Our** consent and there is no valid cause to do so, or if the **Appointed Adviser** refuses to continue acting for an **Insured Person** with **Our** consent and there is valid cause to do so; and
- 3.8. Withdraw funding for a claim if at any time **We** believe **Reasonable Prospects of Success** are no longer present. **We** will still pay any **Adviser's Costs and Expenses** or other costs or amounts **We** have agreed to, prior to **Reasonable Prospects of Success** no longer being present.

### 4. Claims Settlement

- 4.1. An **Insured Person** must tell **Us** immediately when an offer to settle a claim is received and must not enter negotiations to settle a claim without **Our** prior consent.
- 4.2. If an **Insured Person** refuses a fair and reasonable offer to settle a claim, **We** will be entitled to withdraw funding for that claim and **We** will pay no further **Adviser's Costs and Expenses** or other costs or amounts.
- 4.3. **We** may decide to settle a claim by paying the reasonable value of that claim instead of pursuing, defending, or continuing with any action in court. In such cases **We** may decide to pursue the other party for the amount **We** have paid to an **Insured Person** and the **Insured Person** must allow **Us** to take over and continue the claim in their name and provide **Us** with any information in support of this action.

### 5. Costs Recovery and Assessment of Costs

An **Insured Person** must:

- 5.1. Take all reasonable steps to recover **Adviser's Costs and Expenses** or other costs or amounts and pay such sums recovered to **Us**;
- 5.2. Tell the **Appointed Adviser** to have **Adviser's Costs and Expenses** taxed, assessed, and audited if **We** ask for this. If it is established that **Adviser's Costs and Expenses** or any other costs have been billed which have not been agreed by **Us**, **We** reserve the right to refuse to pay these unauthorised costs.

## **6. Appealing the outcome of a claim**

- 6.1. Appeals regarding the outcome of an **Insured Incident**, either made by or against an **Insured Person**, must be notified to **Us** as soon as possible and, in any event, at least 10 days before the deadline of any appeal.
- 6.2. **Reasonable Prospects of Success** must still be present in order for an appeal to be considered.

## **7. Obtaining a legal opinion**

- 7.1. **We** may require an **Insured Person**, at their own expense, to obtain an independent opinion from a barrister or other expert agreed between the **Insured Person** and **Us** over a claim's merits, financial value, and **Reasonable Prospects of Success**.
- 7.2. If the opinion supports the **Insured Person** and there are clear merits in proceedings with that claim, the costs incurred by the **Insured Person** in seeking that opinion will be reimbursed.

# General Exclusions applicable to Section 10 (Commercial Legal Protection) and Section 11 (Employment Legal Protection)

This **Policy** does not cover:

## 1. Claims arising before this insurance started

Any event or dispute which an **Insured Person** was aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.

## 2. Costs incurred and legal actions we have not authorised

Any **Adviser's Costs and Expenses** or other costs incurred:

- 2.1. Before **We** have accepted a claim; and/or
- 2.2. Which **We** have not authorised in advance.
- 2.3. Any action taken by an **Insured Person** which **We** or the **Appointed Adviser** have not agreed to.

## 3. Fines and court awards

- 3.1. Fines, compensation (other than amounts **We** agree to pay under **Insured Incident 2(d) – Data Protection Breaches** in **Section 10** or under **Insured Incident 2 – Employment Compensation Awards** in **Section 11**), damages or penalties awarded against an **Insured Person**;
- 3.2. Any costs an **Insured Person** is ordered to pay by a court of criminal jurisdiction.

## 4. Wilful acts

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by an **Insured Person**.

## 5. Judicial Review and challenges to legislation

- 5.1. Judicial Reviews (reviewing the way a decision has been made by a government authority, local authority, or other public body), coroner's inquests or Fatal Accident Inquiries.
- 5.2. Any challenges to current or proposed legislation.

## 6. Disputes with Us or the Appointed Adviser

Any claim made against **Us** or the **Appointed Representative** (please also refer to General Condition applicable to All Sections of Part B, Clause 5).

## 7. Intra-business disputes

- 7.1. Any claim relating to disputes between **You** (acting in **Your** capacity as the business, partnership or individual named in the **Schedule** who has purchased this insurance) and any of **Your** subsidiary, associated or parent companies.
- 7.2. Any dispute between shareholders, directors, or partners in **Your** business.

## 8. Franchise or agency rights

Any claim relating to disputes over franchise rights or agency rights.

## 9. Intellectual Property

Any claim relating to patents, copyrights, passing-off, trade or service marks, intellectual property, registered designs, secrecy, and confidential information (other than claims **We** have agreed to cover under **Insured Incident 1 – Breach of Restrictive Covenant** in **Section 10**).

## 10. Libel and slander

- 10.1. Any claim relating to something said or written:
  - a) About an **Insured Person** which may damage the **Insured Person's** reputation;
  - b) By an **Insured Person** which may damage another person's reputation.

## 11. Liquidation and insolvency

Any claim where either at the commencement of or during that claim, **You** have entered into liquidation, receivership, administration, become insolvent, are declared bankrupt or file for bankruptcy, or enter into a voluntary arrangement or deed of arrangement.

# General Conditions applicable to All Sections of Part B

## 1. Contracts (Rights of Third Parties) Act 1999

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

## 2. Data Protection

**You** should understand that any information **You** have given **Us** will be processed by **Us** in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal information **We** ask **You** for may be sensitive personal data as defined by the data protection legislation (such as information about criminal convictions and civil proceedings). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your Policy**.

**You** have a right of access to, correction of, and, in certain circumstances, erasure of, information that **We** hold about **You**. If **You** would like to exercise either of these rights, **You** should contact:

The Data Protection Officer  
Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB

Email: data.protection@irwell.co.uk  
Telephone: 0344 892 0118

## 3. Sanctions

**We** shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## 4. Other Insurance

Subject to General Exclusions applicable to All Sections of Part B Clause 2 (Other Insurance), if at the time of any claim made under this **Policy** there is other valid and collectible insurance covering the same claim or any part thereof, or there would be such cover but for the existence of this **Policy**, the insurance provided by this **Policy** will operate in excess of the limits of the other insurance and will not contribute with such other insurance.

**You** shall on request provide us with copies of the terms of any other insurance to which this condition or General Exclusions applicable to All Sections Clause 2 (Other Insurance) may apply.

## 5. Disputes with Us

If there is a dispute between an **You** and **Us** over this **Policy**, which cannot be resolved through **Our** internal complaints handling process, **You** are entitled to seek a resolution through the Financial Ombudsman Service as long as **You** are eligible to complain.

Where the Financial Ombudsman Service cannot deal with that complaint, the dispute may be referred to arbitration where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The decision of the appointed arbitrator is binding, and the arbitrator may require **You** or **Us** to pay the costs.

The arbitrator will be chosen jointly by **You** and **Us**. If **We** are not able to agree on the appointment of the arbitrator with **You**, the President of the Chartered Institute of Arbitrators will decide.

Nothing in this clause shall limit **Your** right to pursue legal action against **Us**.



# General Exclusions applicable to All Sections of Part B

General Exclusions applicable to All Sections Clauses 1 and 2 shall not apply to **Part B Section 7** (Employers' Liability) of the **Policy**.

## 1. Communicable Disease Exclusion

This **Policy** does not cover legal liability in respect of any claim for damages in respect of **Bodily Injury** or **Damage** arising directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

## 2. Other Insurance

This **Policy** does not cover legal liability in respect of which indemnity is available under any more specific insurance at the time of any claim made under this **Policy**, whether effected by **You** or by any other person or entity to whom indemnity would otherwise have been payable under this **Policy**.

## 3. Radioactive Contamination Exclusion

This **Policy** does not cover legal liability resulting or arising from:

- a) ionising radiation by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

## 4. Terrorism Exclusion

The **Policy** does not cover legal liability for loss, damage, cost or expense of whatsoever nature, caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, 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 any government and/or to put the public, or any section of the public, in fear.

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

If **We** allege, on reasonable grounds, that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

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

## 5. War Exclusion

This **Policy** does not cover legal liability caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or use of military or usurped power.

## 6. Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Exclusion

- A. This **Policy** does not cover legal liability for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS.
- B. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS.

This Exclusion shall not apply to Section 1 (Employers' Liability) of the **Policy**.