



Retail Essential Policy Wording



Policy Guide & Contents

Please read these *policy* documents on receipt. If they do not meet your requirements or you do not understand this *policy* please contact your insurance broker or adviser as soon as possible.

Your policy documents include the following:

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In the Event of a Claim

You must not negotiate, deny or admit any claim without *our* written permission.

You must:

- a) immediately notify *us* of any impending prosecution, inquest, fatal injury or civil proceedings
- b) as soon as possible report details of any claim or potential claim using any of the contact details below:
Simply Business Claims Team
PO Box 76
Cardiff
CF11 1JX
E: simplybusiness@ci-uk.com
T: 0845 604 9848
- c) forward to *us* all claim notifications received by *you* including all other documents received or served relevant to the claim
- d) provide all co-operation, information, evidence, documentation, periodic updates and assistance as *we* may require and
- e) inform the police immediately if *damage* is caused or appears to be caused by thieves, malicious persons or by malicious act and obtain a Crime Reference Number
- f) comply with additional requirements in respect of claims detailed in General Claims Conditions & Procedures on page 12 of this *policy*.

Policy Wording

Preamble

In consideration of *you* paying to *us* the premium stated in the Schedule and in reliance upon the Statement of Fact *we* agree to provide insurance in the terms of this *policy*.

The *policy* is a contract between *you* and *us*.

The *policy*, the Schedule and any Endorsements should be read as if they were one document.

We will insure *you* under the Sections of this *policy* specified on the Schedule during the *period of insurance* for which *you* have paid *your* premium.

The extent of the insurance cover *we* provide is more specifically described in each of the Sections of the *policy*.

You should check the Schedule for confirmation of which Sections of the *policy* apply.

Statement of Fact

The Statement of Fact is a record of the information *you* or *your* broker have provided to *us* and on which *your policy* is based. *You* are not required to sign the Statement of Fact but *you* should read it carefully and verify that all the information contained within it and the Schedule are correct. If any information is incorrect *you* must notify *your* broker immediately and obtain a revised Statement of Fact and/or Schedule.

It is essential that all information provided by *you* is accurate and true to the best of *your* knowledge and belief. If any of the information is inaccurate or untrue it may entitle *us* to avoid the *policy*, may impact the terms of the cover or may mean that a claim is not paid or is not paid in full.

You have a duty to disclose all material information or sufficient information to put a prudent insurer on notice that further enquiries are needed. A material fact is one which will influence the judgement of a prudent insurer in determining whether to take the risk and if so on what terms. If *you* are in any doubt as to whether information is relevant and should be disclosed *you* should contact *your* broker.

General Definitions and Interpretation

Subject to any alternative definition in any Section, the words and expressions in italics in this *policy* have the following meanings. Please read each Section to see if there are additional and/or alternative definitions relating to that Section.

Additional Insured means:

- a) *your* executor, administrator or personal representative, but only in respect of liability incurred on *your* behalf
- b) any of *your* partners or directors and at *your* request any former partner or director
- c) any *employee* or former *employee* but only in respect of liability incurred on *your* behalf and at *your* request
- d) any officer, committee member, employee, paid or voluntary helper, member or immediate family of a member of *your* social, sports, welfare or theatrical organisations or clubs, first aid, fire or ambulance services or security services when acting in that capacity for *you* or *your business*
- e) an *employee* undertaking with *your* consent private work for any of *your* directors, partners or executives
- f) at *your* request any officers or trustees of *your* pension scheme(s).

Bodily Injury means

- a) physical injury, death, disease, illness; and
- b) resultant mental injury and nervous shock.

Business means *your* business as described in the Schedule including:

- a) premises used by *you* including their repair, maintenance and refurbishment
- b) facilities *you* provide for the benefit of *employees* or their immediate family members
- c) emergency services or security services in respect of *your* business
- d) private work by an *employee* for *your* directors, partners or executives
- e) participation in exhibitions or conferences in relation to *your* business
- f) sponsorship by *you* of sporting, charity, literary and theatrical events and competitions
- g) repair and maintenance by *you* of *your* motor vehicles and
- h) former activities as declared by *you* to *us* and agreed by *us* in writing.

Co-Insurance means the percentage of a claim under this *policy* which is not covered by *us* as detailed in the *limits of cover*.

Communicable Disease means any infectious or contagious substance:

- a) including but not limited to a virus, bacterium, parasite or other organism or any mutation or variation thereof, whether deemed living or not; and
 - b) regardless of the method of transmission, whether direct or indirect, including but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals or from any animal to any human or from any human to any animal;
- that can cause or threaten, *bodily injury* damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to tangible or intangible property insured under this *policy*.

Computer system means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure 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.

Damage means physical loss or destruction of or physical damage to tangible property.

Electronic Data means any information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including but not limited to systems and applications software, hard or floppy disks, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Excess means the first amount of any claim under this *policy* for which *you* remain responsible and which is not covered by *us* as detailed in the Schedule or otherwise in this *policy*.

Employee means whilst working for *you* in connection with the *business* any person under a contract of employment or apprenticeship with *you* but also including:

- a) labour masters, labour only sub-contractors and persons supplied by them
- b) self-employed, voluntary or home workers
- c) persons hired/borrowed by or to *you* as an employee including drivers or operators of plant
- d) persons undertaking work experience
- e) persons on secondment
- f) persons working under the Community Service by Offenders (Scotland) Act 1978 or similar
- g) prospective employees who are being assessed by *you*
- h) any person deemed to be an employee by a court of law in the United Kingdom.

Insured Event means any accidental physical cause resulting in *damage* that takes place during the *period of insurance* at the *premises* or as otherwise provided for by this *policy*.

Legal Costs means all reasonable costs and expenses:

- a) incurred by *you* with *our* prior written consent or
 - b) recoverable by any claimant from *you*
- in relation to the investigation, adjustment, appraisal, defence and appeal or settlement of any claim arising under this *policy* or any *occurrence* which may be covered under this *policy*
- c) incurred at *your* request and with *our* prior written approval for representation of *you* at proceedings or appeals:
 - (i) in any court
 - (ii) at any coroner's inquest or fatal injury inquiry or similar hearing
 - (iii) at any arbitration or conciliation hearings
 - (iv) at any pre-trial conference
 arising out of an alleged breach of a statutory or common law duty in connection with any claim arising under this *policy* or any *occurrence* which may be covered under this *policy*.

Limits of Cover means the limits of cover or the sums insured detailed in the Schedule or otherwise in this *policy* being the maximum amount payable by *us* to *you* under the relevant Section, sub-section or extension, subject to the application of any *excess* or *co-insurance*.

Media means all forms of magnetic and optical tapes, discs, drives or other electronic storage devices for use in any computer or *electronic data* processing equipment.

Money means cash, bank and currency notes, postal orders, cheques, bankers drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, holiday-with-pay stamps, premium savings bonds, luncheon vouchers, trading stamps, credit card sales vouchers, consumer redemption vouchers, National Health Service prescriptions and gift tokens accepted by *you* and VAT purchase invoices, all pertaining to the *business* and belonging to *you* or for which *you* are responsible.

Occurrence means an act, accident, event or all acts, accidents, events of a series consequent on or attributable to one source or original cause which during the *period of insurance* results in *bodily injury*, *personal injury* or *property damage* which is neither expected or intended by *you*.

Period of Insurance means the period of insurance under this *policy* as detailed in the Schedule.

Policy means the terms, definitions, conditions, provisions and exclusions contained in this document and the Sections under which *we* are providing *you* with cover as specified in the Schedule together with the Schedule and all Endorsements issued by *us* from time to time.

Pollution means:

the discharge, dispersal, migration, seepage, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant (including but not limited to smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials) into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, or other *property*

provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

Premises means the building and the land within the boundaries belonging to *you* or for which *you* are responsible or for which *you* have accepted responsibility.

Property means tangible property.

Property Insured means the real and personal *property* described and identified as covered in the Schedule unless excluded.

Rent means periodic payments made by *you* for the lease of the *premises*.

Sum Insured means the sums insured (or 115% of the *Declared Values*) as detailed in the Schedule.

Terrorism means the use or threatened use of any unlawful means, including the use of force or violence against any persons or properties, for the actual or apparent purpose of intimidating, coercing, punishing or affecting society or some portion of society or government.

Unoccupied means any building or portion of a building that is

- a) not physically occupied by *you* or any of *your employees* during *your* normal working hours and/or
- b) not used for the purposes of *your business* and/or
- c) empty, vacant, disused, untenanted or unfurnished and/or
- d) awaiting refurbishment, redevelopment, renovation or demolition.

Welourlus means American International Group UK Limited.

You/your means the person(s) or company detailed in the Schedule.

Interpretation

Any headings used in this *policy* are for information purposes only and do not form part of the *policy*.

In this *policy* reference to the singular includes the plural and vice versa and references to any gender include the other genders.

In this *policy* references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision.

General Conditions & Provisions

The following conditions and provisions are applicable to *you* in respect of the whole *policy*. Please read each Section to see if there are additional Conditions & Provisions relating to that Section.

If *you* do not comply with the General Conditions & Provisions below and the Additional Conditions & Provisions detailed in each Section of the *policy* we can refuse to pay any relevant claim under this *policy*.

1. Additional Insured

A claim by an *additional insured* shall not prohibit the same claim being made by *you* or vice versa provided that the total amount of cover under this *policy* for the claim shall not exceed the relevant *limits of cover* specified in the Schedule.

2. Alteration of Risk and Non-Invalidation

- a) Workmen may be contracted for the purpose of minor extensions or alterations, installations, maintenance and the like of a contract value not exceeding £25,000 without affecting this *policy*. Alterations of a contract value above this amount should be referred to *us* for acceptance in writing prior to such work commencing.
- b) This *policy* shall be cancelled with immediate effect if there is a change of occupation or use of the *property insured* or if there is any other alteration which increases the risk of loss or damage or accident unless such alteration is agreed by *us* in writing.
- c) This *policy* shall not be invalidated by any act, omission or alteration which, whether constituting an increase in risk or not, is either unknown to *you* or beyond *your* control. However, *you* shall immediately inform *us* should you become aware of any act, omission or alteration and pay such reasonable additional premium as *we* may require.
- d) This *policy* shall be cancelled with immediate effect if the *business* is wound up or carried on by a liquidator or receiver or permanently ceases trading.

3. Application of Limits and Inner Limits

The *limits of cover* under this *policy* are detailed in the Schedule or otherwise in this *policy*.

Our liability during the *period of insurance* shall in no case exceed the amount of the relevant *sum insured* or *limit of cover* set out in the Schedule to this *policy* (or such other sum or limit as may be substituted by endorsement hereon signed for *us* and on *our* behalf).

Regardless of the number of years this *policy* may continue in force, and of the number of premiums which may be payable or paid, or of any other circumstances whatsoever, *our* liability under this *policy* in respect of a single claim or series of claims arising from any single occurrence or event will not be cumulative from year to year or period to period.

If there is more than one claimant covered by a Section the applicable *limits of cover* will apply to all claimants in the aggregate. A claim by *you* or any other person entitled to an indemnity under this *policy* will reduce the available *limits of cover* for all.

4. Cancellation

You may cancel this *policy* by giving 30 days notice in writing to *us*. On cancellation *we* will refund to *you* the premium for any *period of insurance* remaining provided no claims have been reported.

We may cancel this *policy* by giving 30 days notice to *you* or *your* broker or insurance adviser. *We* will refund to *you* the premium for any *period of insurance* remaining.

We will remain liable for all claims arising from an *occurrence* having taken place (and, in the case of any cover on a claims made and reported basis only, which you have notified to *us*) prior to cancellation.

5. Contracts (Rights of Third Parties) Act 1999

Unless stated otherwise in any Section, nothing in this *policy* is intended to confer a directly enforceable benefit on any party other than *you* or *us* under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Your and *our* rights to terminate, rescind or agree any variation, waiver or settlement under this *policy* are not subject to the consent of any other third party person.

6. Fair Presentation of Risk

You have a duty to make a fair presentation of the risk which *you* wish to insure. This duty applies prior to the start of *your policy* and where there is a change to a material circumstance during the *period of insurance* and prior to each renewal of this *policy*.

A fair presentation of the risk is one:

- a) (i) which discloses every material circumstance which *you* know or ought to know;
 - (ii) failing that which gives *us* sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.
- b) which makes that disclosure in a manner which would be reasonably clear and accessible to a prudent insurer; and
- c) in which every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.

Such material circumstance should be provided by *you* to *us* as soon as possible. Material circumstance means information that *you* should have reasonably known would have influenced *us* in accepting the risk and on the terms provided for under this *policy*.

If *you* do not comply with this condition then:

- a) if the failure to make a fair presentation of the risk is deliberate or reckless *we* are entitled to void *your policy*, refuse all claims and keep the premium. Voiding a policy means treating the *policy* as if it had not existed; or
- b) if the failure to make a fair presentation of the risk is not deliberate nor reckless and *we* would not have provided cover had *you* made a fair presentation then *we* are entitled to void *your policy*, refuse all claims and *we* shall return *your* premium; or
- c) if the failure to make a fair presentation of the risk is not deliberate nor reckless and *we* would have issued cover on different terms had *you* made a fair presentation of the risk then:
 - i) Where *we* would have charged a higher premium *we* can proportionately reduce any amount paid or payable in respect of a claim under *your policy* using the following formula

Amount of valid claim X (premium actually charged/premium we would have charged X 100)

We will divide the premium actually charged by the premium *we* would have charged had *you* made a fair presentation of the risk. *We* will then calculate this as a percentage. That percentage figure will be applied to the full amount of any valid claim to provide the proportion of the claim to be paid or payable by *us*; and

- ii) treat *your policy* as if it had included the different terms (other than payment of the premium) that *we* would have imposed had *you* made a fair presentation.

Where *we* elect to void *your policy* the voidance will apply from the start of the *policy*, the date of variation or from the date of renewal. This date will be determined on the basis of when the disclosure should have been made.

Where a disclosure has been made and that disclosure materially changes the risk that was initially insured, *we* retain the right to cancel your policy in accordance with the cancellation provisions in General Condition 4 (above).

7. Governing Law and Jurisdiction

This *policy* and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by and construed in accordance with the laws of England and Wales (or the laws of Scotland if *you* are domiciled in Scotland). Both *you* and *we* irrevocably agree to submit to the jurisdiction of any court of competent jurisdiction within England and Wales (or Scotland if *you* are domiciled in Scotland) and to comply with all requirements necessary to give such court jurisdiction.

8. Other Insurances

You must tell *us* of any other insurance policies that *you* have that cover any part of the *property insured* (other insurance), regardless of who the insurer is for that policy.

If at the time of a valid claim under this *policy* any *other insurance* has been effected by or on *your* behalf, *our* liability under this *policy* shall be limited to the rateable proportion of such loss.

If any *other insurance* is subject to any average (underinsurance) condition, this *policy*, if not already subject to such a condition of average, shall be subject to a condition of average.

If any *other insurance* is subject to any provision whereby it is excluded from ranking concurrently with this *policy*, either in whole or in part, *our* liability shall be limited to that proportion of the loss which the *sum insured* under this *policy* bears to the value of the *sum insured*.

9. Premium

This *policy* is not in force unless the premium has been paid by the effective date of cover.

10. Reasonable Precautions

You must at *your* own expense:

- a) take all reasonable precautions to prevent injury, loss or *damage*
- b) maintain all *property* in good repair
- c) exercise care in the selection and supervision of *employees*
- d) as soon as possible after discovery cause any defect or danger to be made good or remedied
- e) comply with all legal and regulatory obligations to minimise any loss or injury or *damage*
- f) keep clear, accurate and complete records of purchases and sales

A failure by *you* to take all reasonable precautions will mean that *we* can refuse to pay all relevant claims.

11. Salvage

We shall be entitled to:

- a) enter any building where *damage* has occurred and take and keep possession of the *property*
- b) deal with the salvage in any reasonable manner provided that under no circumstances can *you* abandon any *property* to *us*.

This *policy* shall be proof that *you* have given *us* the license and authority which *we* may need to exercise *our* rights under this condition.

12. Subrogation Rights

Other than with *our* prior written consent *you* must maintain full rights of recourse against all suppliers throughout the *period of insurance*.

13. Terms Relevant to the Actual Loss

Where:

- a) there has been a failure to comply with a term (express or implied) of this *policy*, other than a term that defines the risk as a whole; and
- b) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, *we* cannot rely on the breach of such term to exclude, limit or discharge *our* liability if *you* show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

14. Unoccupied Premises

Whenever *premises* are left *unoccupied* for a period in excess of 30 consecutive days *you* must ensure that:

- a) *we* are notified immediately ;
- b) gas, water and electricity mains supplies are disconnected and water heating systems are drained
- c) the *premises* are secured so as to prevent unauthorised entry and:
 - i) all locks, bolts and other protective devices are in full operation;
 - ii) all perimeter fences, walls and gates are kept in good condition; and
 - iii) all letter boxes and openings are sealed; and
- d) all sources of fuel, waste, combustible materials and gas bottles are removed from both inside and outside the buildings and tanks of combustible liquids are drained; and
- e) *your* representative carries out an internal physical check of the *premises* at least every 7 days and keeps a written record of each check and ensures that any deficiencies are made good immediately.

Cover in respect of *unoccupied buildings* of the *premises* is limited to *damage* arising from fire (including subterranean fire), explosion, lightning or earthquake only and not by any other cause.

In the event of the *premises* being *unoccupied* for more than 6 months *you* must ensure that all ground level windows and doors (save for one door to allow access by *you*) are bricked or boarded up.

General Claims Conditions & Procedures

The following conditions, provisions and procedures are applicable to *you* in respect of the whole *policy*.

Please read each Section to see if there are additional and/or alternative conditions, provisions and procedures relating to that Section.

If *you* do not take the measures required in accordance with these General Claims Conditions & Procedures and any additional and/or alternative conditions, provisions and procedures detailed in each Section we can refuse to pay the relevant claim under this *policy*.

1. Control of Claims

- a) *You* must not negotiate, deny or admit liability, incur any *legal costs* or *defence costs* or make any promise to pay or settle a claim or potential claim made against *you* without *our* prior written consent.
- b) *We* shall have the right (but not the duty) to:
 - i) defend any claim against *you*;
 - ii) take over and conduct the defence or settlement of any claim; and
 - iii) exercise full discretion in the conduct of any proceedings and in the settlement of any claim whether before or after indemnification by *us*.

2. Fraudulent Claims

If any claim under this *policy* is in any respect fraudulent or if any fraudulent means or devices are used by *you* or anyone acting on *your* behalf to obtain any benefit under this *policy* or if any *damage* or legal liability be occasioned by the wilful act or with the connivance of *you* all benefit under the *policy* shall be forfeited, *we* shall not be liable to pay any part of a claim, *we* shall be entitled to recover from *you* any amount previously paid by *us* in connection with a claim, and *we* may, by notice to *you*, treat this *policy* as having been terminated with effect from the date of the fraudulent act, in which case *we* are not liable for any relevant event occurring after that date and *we* are entitled to receive and retain the full premium.

3. Mitigation of Claims

As soon as *you* become aware of a claim or potential claim *you* must immediately use all reasonable endeavours to limit the amount of any loss for which *you* can claim under this *policy*.

4. Notification of Claims

In the event of any incident, circumstance or *occurrence* which may result in a claim under this *policy*, or any claim under this *policy*, *you* shall:

- a) as soon as possible report details of any such incident, circumstance, *occurrence*, potential claim, or claim to *us* using the contact details set out on page 3 of this *policy*;
- b) immediately notify *us* of any impending prosecution, inquest, fatal injury or civil proceedings;
- c) forward to *us* all civil proceedings, claims or notifications of an intention to claim received by *you* including all other documents received or served relevant to the claim;
- d) provide all co-operation, information, evidence, documentation, periodic updates and assistance as *we* may require; and
- e) inform the police immediately if *damage* is caused or appears to be caused by thieves, malicious persons or by malicious act.

5. Payment of Claims

- a) *We* will pay *you* for a valid claim (subject to the relevant *limits of cover*) as soon as practicable less any *excess* or *co-insurance*. Where *we* pay all or part of any *excess* or *co-insurance* to ensure payment of a claim to a third party, *you* will promptly reimburse to *us* such amount.
- b) If *we* have paid to *you* the full amount of any relevant *limits of cover* (net of any applicable *excess* or *co-insurance*) or any lesser amount for which such claim or claims can be settled *we* may then, subject to Claims Condition & Procedure 6 (Recovery on Payment), relinquish the conduct and control to *you* and be under no further liability in connection with such claim or claims except for any *legal costs* incurred prior to the date of such payment save that if *you* recover any such amount *you* will pay it to *us*.

6. Recovery on Payment

Other than where with *our* prior written consent *you* have entered into a contract which required such rights to have been waived, on payment of a claim by *us*, *we* may in *your* name at *our* cost recover against any third party who is responsible for *your* claim the sums *we* become liable to pay under this *policy*. *You* shall assist *us* as *we* may request. *You* shall do nothing to prejudice this right.

7. Value Added Tax

If *you* are registered for VAT, *we* will not pay the VAT element of any claim.

General Exclusions

The following General Exclusions are applicable in respect of the whole *policy*. There are additional Exclusions applicable in respect of the individual Sections.

We do not cover *you* under this *policy* against *damage* or loss or expense resulting or arising from, or legal liability or claim under the *policy*, directly or indirectly caused by or contributed to by or arising from the following:

1. Asbestos

any loss, demand, defence, claim or suit arising out of or related in any way whether directly or indirectly to asbestos or materials containing asbestos howsoever occurring including any *legal costs*. This General Exclusion does not apply to Section 3 (Employers' Liability).

2. Fines and Penalties

any liquidated or punitive or exemplary damages, or multiplied damages, or civil or criminal fines or penalties.

3. Government Order

confiscation, detention, destruction, nationalisation, requisition or enforcement by order of any government, municipal, local or customs authority.

4. Mould, Mildew etc.

mould, mildew, fungus or spores of any type, nature or description.

5. Nuclear and Radioactive Contamination

- a) any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
- b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof

other than arising from radio-isotopes radium or radium compounds when used away from the place where such are made or produced and when used exclusively for or incidental to ordinary industrial, educational, medical or research purposes.

This General Exclusion does not apply to Section 3 (Employers' Liability).

6. Pressure Waves

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

7. War

- a) war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, invasion or military or usurped power.
 - b) the discovery, detonation or explosion of *munitions* (including both controlled and uncontrolled detonations and explosions), whether or not a state of war is current at the time of discovery, detonation or explosion or
 - c) any action taken to disarm, diffuse, dispose of, neutralise, make safe, or otherwise remove *munitions*, whether or not a state of war is current at the time,
- regardless of any other cause or event operating concurrently, independently or in any other sequence to cause the *loss*, damage or liability.

For the purposes of this Exclusion:

Loss includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under the Extensions to the Business Interruption Sections), physical loss, loss of value, marketability or use of property, fines and penalties.

Munitions mean any weapons or munitions from a current or historic war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, including but not limited to bombs, missiles, torpedoes, mines, ammunition, explosive devices, or any parts thereof, and any unexploded, derelict, abandoned and unused munitions or weapons.

This General Exclusion does not apply to Section 3 (Employers' Liability).

Sanctions Exclusion

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose *us, our* parent company or *our* ultimate controlling entity 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.

Section 1 – Material Damage

Please read the Schedule to see if *you* are covered by this Section.

This Section details what Material Damage *we* will cover *you* for, any additional cover and what is not covered.

The maximum *we* will pay under this Section 1 (Material Damage), including the Extensions, will not exceed:

- a) the *sum insured* on any *property insured*, or
- b) any other maximum amount payable or *limits of cover* specified in the Schedule.

Material Damage Additional Definitions

The following words and expressions in italics in this Section 1 (Material Damage) have the following meaning. These definitions are applicable solely to this Section 1 (Material Damage).

Declared Value means *your* assessment of the cost of *reinstatement* of the *property insured* at the level of costs applying at the inception of the *period of insurance* (ignoring inflationary costs and factors which may operate subsequent to the inception of the *period of insurance*) and taking into account (where relevant):

- a) the additional costs of *reinstatement* to comply with any applicable legislation or regulations, rules, laws, orders, instruments or provisions in force from time to time;
- b) legal and other professional fees; and
- c) debris removal costs.

Insured Person means any director, partner, or *employee* of *you* and *you* where *you* are a sole proprietor of the business when acting in that capacity

Reinstatement means the repair, restoration, replacement or rebuilding of the *property insured* to a condition equivalent to or substantially the same as but not better or more extensive than the *property insured's* condition when new.

Territory means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

We will cover you for:

Those items specified in the Schedule in respect of:

1. Damage to Property

Damage to the *property insured* (or any part thereof) and *we* will indemnify *you* either by way of payment to *you* for such *damage* or at *our* option by carrying out the *reinstatement* of such *damage* in accordance with Material Damage Additional Condition and Provision 14 (Reinstatement) below up to the *limits of cover*.

Where Contents are shown as insured on the Schedule *our* liability shall not exceed the following *limits of cover* for any one claim, which form part of and are not in addition to the *sums insured*.

Contents Inner Limits

Computer system records	£25,000
Jewellery, precious stones, precious metals, bullion, furs, curiosities, antiques, rare books or works of art (in respect of any one article or collection)	£1,000
Patterns models and moulds	£10,000
Personal possessions belonging to an insured person (per person limit)	£1,000
Prints paintings & drawings (in respect of any one article or collection)	£2,500

2. Damage to Glass

Damage to fixed glass at the *premises* for which *you* are responsible. *We* shall pay *you* for the cost of:

- a) replacement of such glass with glass of a similar quality or as otherwise recommended by the current British Standard Code of Practice;
- b) temporary boarding up necessarily incurred through breakage of the glass; and
- c) *damage* to frames and framework of any description, the cost of silvering, embossing, lettering, bending or ornamenting glass, the cost of removing or replacing any stock or contents which may have to be removed to replace the glass.

We will not make any payment for *damage* to fixed glass resulting from repairs or alterations to the *premises* or whilst the *premises* are vacant or unoccupied.

Our liability under this cover shall not exceed £5,000 in any one *period of insurance*.

3. Debris Removal Costs

In the event of *damage* to the *insured property* *we* shall pay *you* for costs and expenses reasonably and necessarily incurred by *you* with *our* prior written consent, in:

- a) removing debris from the site of the *property insured* which has suffered *damage* and the area immediately adjacent to such site;
- b) dismantling and/or demolishing;
- c) shoring up or propping; and
- d) the clearing of drains and sewers.

4. Professional Fees

Legal and other professional fees reasonably and necessarily incurred by *you* in connection with the *reinstatement* of the *property insured*, but not those costs incurred by *you* in connection with the making of any claim under this *policy*.

5. Rent

Rent payable where the *premises* or any part thereof are unfit for occupation, subject to the *limits of cover*, in consequence of:

- a) *damage* to the *premises*,
 - b) *damage* elsewhere on or about the *premises*,
- arising during the *period of insurance*.

The amount payable shall be the *rent* payable by *you* during the time the *premises* or any part thereof are unfit for occupation.

Our liability under this cover shall not exceed £5,000 for a period not exceeding 12 months.

6. Tenants' Improvements

Contents of the *property insured* comprising tenants' alterations and improvements to landlord's property for which *you* are responsible and which are included as part of the *sum insured*.

Material Damage Extensions

We will cover *you* in respect of the following arising during the *period of insurance* where the *property insured* has suffered *damage* from an *insured event*:

1. Capital Additions

Additions and extensions to the *property insured* (but not appreciation in value) made after the commencement of each annual *period of insurance*, provided that the value of any such addition will be declared in writing to *us* as soon as practicable and *you* will pay the appropriate additional premium from inception of the additional cover.

Our liability under this extension shall not exceed £250,000 or 10% of the *sum insured* for each item whichever is less in any one *period of insurance*.

2. Deterioration of Contents of Deep Freezers & Refrigerators

Damage to goods in refrigeration compartments situated at the *premises* by deterioration or putrefaction caused by:

- a) rise or fall in temperature as a result of breakdown, stoppage or failure from any inherent cause of the said appliance;
- b) action of refrigerant fumes escaping from the said appliance;
- c) failure of the public supply of electricity and/or gas due to any cause not following the deliberate act of the supply authority or the exercise by such authority of its power to withhold or restrict supply;
- d) any other extraneous cause happening during the period of insurance referred to in the Schedule provided that:
 - i) any deep freezer or refrigerator is less than 10 years old;
 - ii) *you* maintain any deep freezer or refrigerator more than 3 years old under a service contract with a recognised refrigeration engineer; and
 - iii) *we* shall not be liable for loss caused by incorrect setting of thermostats or automatic controlling devices.

Our liability under this extension shall not exceed £5,000 in any one *period of insurance*.

3. Emergency Services Damage

The costs reasonably and necessarily incurred by *you* in reinstating or repairing landscape gardens and for *damage* caused by emergency services' equipment or emergency services' personnel in the course of attending the *premises*.

Our liability under this extension shall not exceed £5,000 in any one *period of insurance*.

4. Fire Extinguishing Expenses

The cost reasonably and necessarily incurred by *you* for replenishment and restitution of fire extinguishing appliances and fire detection equipment used in the process of minimising *damage* incurred.

Our liability under this extension shall not exceed £1,000 in any one *period of insurance*.

5. Keys & Locks

The costs reasonably and necessarily incurred by *you* in the repair or replacement of mechanical door locks following theft of keys.

Our liability under this extension shall not exceed £5,000 in any one *period of insurance*.

6. Metered Water

In respect of any one *premises*, charges for water use reasonably and necessarily incurred by *you* as a result of the accidental escape of water from pipes, apparatus or tanks.

Our liability under this extension shall not exceed £2,500 in any one *period of insurance*.

7. Property at Exhibitions or Trade Fairs

Damage to *property insured* under this Section whilst temporarily removed for an exhibition within the *Territory*.

Our liability under this extension shall not exceed £2,000 in any one *period of insurance*.

8. Property in the Open

Damage to *property insured* under this Section whilst in the open at *your premises*.

Our liability under this extension shall not exceed £2,000 in any one *period of insurance*.

9. Seasonal Increase

The percentage stated in the Schedule for each item on stock for the months of November and December and January in each year.

Our liability under this extension shall not exceed 30% of the *sum insured* for each item on stock in the months of November, December and January in any one *period of insurance*.

10. Temporary Removal

Damage to property insured under this Section (other than stock and materials in trade or merchandise if insured under this *policy*) whilst temporarily removed for cleaning, renovation or repair elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway within the *Territory*.

This Extension 10 (Temporary Removal) does not apply to *property* to the extent it is otherwise insured nor to:

- a) motor vehicles and motor chassis licensed for normal road use
- b) *property insured* held by *you* in trust, other than machinery and plant.

Our liability under this extension shall not exceed £5,000 in any one *period of insurance*.

11. Theft Damage to Buildings

Damage at the *premises* to buildings not included in the *property insured* for which *you* are liable caused by theft or any attempted theft.

Our liability under this extension shall not exceed £50,000 in any one *period of insurance*.

12. Trace and Access

The costs reasonably and necessarily incurred by *you* in locating the source of *damage* resulting from escape of water or oil (following accidental damage to tanks, apparatus or pipes) as a result of an *insured event* in order to effect repairs and the costs of making good such *damage*.

Our liability under this extension shall not exceed £5,000 in any one *period of insurance*.

13. Underground Services

The costs reasonably and necessarily incurred by *you* in clearing, cleaning and/or repairing drains, gutters, sewers, pipes, cables and telecommunication cables (which are *your* responsibility) at the *premises*.

Our liability under this extension shall not exceed £50,000 in any one *period of insurance*.

Material Damage Additional Conditions and Provisions

In addition to the General Conditions & Provisions the following Material Damage Additional Conditions and Provisions shall apply to this Section:

1. Automatic Reinstatement of Loss

In consideration of the *sum insured* not being reduced by the amount of any loss *you* shall pay the appropriate additional premium as requested by *us* on the amount of the loss from the date thereof to the date of the expiry of the *period of insurance*.

2. Cooking

You must ensure that:

- a) all cooking equipment is installed operated and maintained in accordance with manufacturers' instructions
- b) flues and exhaust ducting are securely fixed and free from contact with combustible materials
- c) all deep frying equipment is supplied with a metal lid and fitted with a thermostat set to prevent the temperature of fat or oil exceeding a safe level of 205 degrees Celsius (401F)
- d) cooking equipment (including pans or woks) is not left unattended when on a source of heat or when switched on (whether or not in use)
- e) F rated fire extinguishers and fire blankets are kept available
- f) all extraction hoods, canopies, grease traps and filters are cleaned in accordance with the following schedules

Frequency of Cleaning – Extraction Hoods; Canopies; Grease Traps; Filters

Heavy use:	12-16 hours per day	daily
Moderate use:	6-12 hours per day	weekly
Light use:	2-6 hours per day	monthly

Frequency of Cleaning - Ductwork

Heavy use:	12-16 hours per day	at least every 3 months
Moderate use:	6-12 hours per day	at least every 6 months
Light use:	2-6 hours per day	at least annually

- g) you make and retain a record of all cleaning

3. Contract Price

In respect only of goods sold but not delivered for which *you* are responsible and with regard to which under the conditions of sale the sale contract is cancelled by reason of an *insured event*, either wholly or to the extent of the *damage*, *our* liability shall be based on the contract price and the value of goods to which this Section would in the event of *damage* be applicable shall be ascertained on the same basis.

4. Electrical Inspection

You must ensure that the electrical system of the premises is inspected every five years by an IET17th Edition qualified electrician or an NICEIC or SELECT accredited electrical contractor. Any defects identified by that inspection must be rectified immediately. A copy of report and repair invoices must be retained for *our* review.

5. Electronic data processing media valuation

Should *media* suffer physical loss or damage covered by this *policy*, the basis of valuation shall be the cost of the blank *media* plus the costs of copying the *electronic data* from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such *electronic data*. If the *media* is not repaired, replaced or restored the basis of valuation shall be the cost of the blank *media*. However this *policy* does not cover any amount pertaining to the value of such *electronic data* to *you* or any other party, even if such *electronic data* cannot be recreated, gathered or assembled.

6. Flammable/Toxic/Hazardous Substances Condition

You must ensure that all flammables, toxic and hazardous substances are:

- a) stored in metal-lidded containers when not in use;
- b) used solely by trained and/or supervised staff;
- c) used in accordance with manufacturer's instructions; and
- d) used in accordance with all relevant rules and regulations.

In addition, *you* must ensure that:

- i) there are no gas tanks on the premises;
- ii) refilling of bottles or canisters is not undertaken by *you* or *your employees*; and
- iii) any gas bottles or canisters within the *premises* are moved at the end of the working day to a locked cage sited to the rear of the *premises*.

7. Flat Roof

You must ensure that:

- a) any flat roof, or part thereof, at the *premises* shall be inspected at least once every 2 years by a professionally qualified builder or property surveyor and any defect identified by that inspection be repaired immediately;
- b) any guttering is checked for blockages or defects by a competent person at inception or renewal and on an annual basis between the months of October and December thereafter, any remedial action required to be implemented immediately; and
- c) *you* make and retain a record of all inspections.

8. Fork Lift Condition

You must ensure that:

- a) all forklift truck charging equipment areas are cleared with space of at least one metre around maintained at all times;
- b) hatched floor markings are provided;
- c) chargers are wall mounted and hard wired into the electrical installation through a fused spur; and
- d) all charging leads are inspected annually and replaced as necessary.

9. Interest

We will automatically note the interest of any other party provided the nature and extent of any such interest be disclosed to *us* in the event of *damage*.

10. Minimum Security

You must ensure that:

- a) All final exit doors are secured as follows:
 - i) on all timber doors the frames shall be at least 45mm thick and be secured by mortice deadlocks which conform to British Standard 3621;
 - ii) the first closing leaf of double leaf doors shall be fitted with bolts top and bottom;
 - iii) all aluminium framed doors shall be fitted with a swing bolt type mortice lock;
 - iv) windows - all opening sections of external ground floor windows and all other windows which are accessible from roofs fire escapes or downpipes to be fitted with key operated locks or bars or grilles.
- b) When the *premises* are closed for business all other external doors and internal doors leading to common areas or other premises, are secured as follows:
 - i) by the means set out in a) above; or
 - ii) by key operated security bolts fitted top and bottom.

Any door or window officially designated a fire exit in a property's fire safety arrangements is excluded from this condition.

11. Portable Heaters

You must ensure that any portable heater:

- a) will not be sited in passageways and other places where it is liable to be overturned or subject to mechanical damage;
- b) will not be sited in areas where flammable atmospheres are present;
- c) will not be sited on combustible floors or surfaces; and
- d) will be kept clear of combustible materials and be provided with a guard to maintain a clear space of at least 1 metre.

12. Protections – Theft (applies only if specified in your Policy Schedule)

In respect of any intruder alarm system installed at the *premises* you will:

- a) maintain a maintenance contract during the *period of insurance* with the installing contractor, an NSI or SSAIB Recognised Firm, or such other contractor as is agreed in writing by us;
- b) not leave the *premises* unattended unless:
 - i) the intruder alarm system is tested and set in its entirety and, where the equipment permits, any central station to which the intruder alarm system is connected has acknowledged the setting signal; and
 - ii) as far as *you* or *your* representative is aware the intruder alarm is in full and efficient working order;
- c) obtain *our* agreement in writing before replacement, extension or other alteration to the intruder alarm system;
- d) ensure *we* are notified immediately and in writing if:
 - i) *you* receive written notification that the Police Authority have downgraded their response to alarm calls from Category 1 or may be withdrawing response to alarm calls; or
 - ii) *you* are required to abate a nuisance under the Code of Practice on Noise from Audible Intruder Alarms 1982 or by the force policy issued by the Chief Constable.
- e) ensure that all keys (including those relating to any part of the intruder alarm system) are:
 - i) removed from the *premises*; or
 - ii) placed within a locked safe or strong-room the keys to which are themselves removed from the *premises*.

13. Protections – Fire

- a) *You* will maintain all fire detection and/or extinguishing appliances in efficient working order.
- b) In respect of any automatic sprinkler or fire alarm installations at the *premises*, *you* will:
 - i) take all reasonable steps to
 - a. prevent frost damage and other damage to the installations
 - b. maintain the installations (including the automatic external alarm signal) in efficient condition
 - c. maintain ready access to the water supply control facilities
 - ii) in the event that changes repairs or alterations to the installations are proposed notify *us* in writing and obtain *our* prior agreement in writing
 - iii) allow *us* access to the *premises* at all reasonable times for the purpose of inspecting the installations
 - iv) carry out any routine tests required by *us* and remedy promptly any defect revealed by a test.

In the event that alterations or repairs become necessary to the automatic sprinkler installation we may at our option suspend any cover which is granted against *damage* by the accidental escape of water from the installation until the alterations or repairs have been carried out and approved by us. Notice of any such action will be given by us in writing.

14. Reinstatement

In the event of *damage* to the *property insured* (other than Stock) as a result of an *insured event* and where, solely at our option, we choose to cover by way of *reinstatement*, the basis upon which the amount payable under this Section is to be calculated shall be the cost of *reinstatement* of *property insured* which has suffered *damage* including additional costs incurred by you solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any European legislation, UK legislation, regulations or with bye-laws of any municipal or local authority subject to the Special Provisions set out below.

Our liability shall in no case exceed the *sum insured* or 115% of the *declared value* in respect of any item insured under this Section.

Special Provisions

- a) *Reinstatement* shall be undertaken without unreasonable delay.
- b) When any *property insured* is damaged in part only, our liability shall not exceed the sum representing the cost which we could have been called upon to pay for *reinstatement* if such *property insured* had been wholly destroyed.
- c) No payment beyond the amount which would have been payable to you if this provision had not been incorporated in this *policy* shall be made until the cost of *reinstatement* has been actually incurred.
- d) The amount recoverable shall not include costs incurred in complying with any European legislation, UK legislation, regulations or with bye-laws under which notice has been served upon you prior to the happening of *damage* or the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with such legislation, regulation or bye-laws.
- e) Where by reason of any of the above Special Provisions a) to d) no payment is to be made beyond the amount which would have been payable to you if these Special Provisions had not been included, all rights and liabilities in respect of *damage* shall be subject to the terms and conditions of this Section, as if these Special Provisions had not been included therein.

15. Waste

You must ensure that:

- a) all oily and/or greasy waste and used cleaning cloths which remain in the buildings overnight are kept in metal receptacles with metal lids and removed from the building at least once a week; and
- b) all combustible trade waste and refuse is swept up daily and kept in bags or bins and removed from the building at least once a week.

Material Damage Exclusions

In addition to the General Exclusions we will not cover under this Section:

1. Excluded Causes

We will not pay for *damage* caused by:

- a) *pollution* but this shall not exclude *damage* to the *property insured*, not otherwise excluded, caused by:
 - i) *pollution* which itself results from an *insured event*
 - ii) an *insured event* which results from *pollution*
- b) infidelity or dishonesty of you or any *insured person* or any of your agents or other persons to whom *property insured* hereunder may be entrusted nor *damage* resulting from you voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence, nor any unexplained loss, mysterious disappearance or loss or shortage disclosed on taking inventory
- c) delay or loss of market
- d) gradual deterioration, ordinary wear and tear, inherent vice, latent defect, insects of any kind, vermin, marring and scratching, dampness or dryness, frost, extremes or changes of temperature or humidity,

smog, shrinkage, evaporation, loss of weight, rust, wet or dry rot, corrosion, change in colour or texture or flavour or finish

- e) magnetic or electrical injury or disturbance to *media* or erasure or disturbance of electronic records or distortion or corruption of information on computer systems or other records, programmes or software
- f) mechanical or machinery breakdown or electronic or electrical breakdown or derangement
- g) interruption of the power or other utility service supplied to the *premises* if such interruption occurs away from the *premises*
- h) misfiling or misplacing of information
- i) explosion occasioned by the bursting of a boiler (other than a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus and belonging to or under the control of *you*; unless *damage* by an event not otherwise excluded in this Section ensues and then *we* shall be liable only for such ensuing *damage*
- j) its own collapse or cracking of buildings or other structures
- k) solidification of the contents of molten material holding units, molten material transmission lines and/or appurtenances
- l) enforcement of any ordinance or law regulating the construction, repair or demolition of the *property insured* except as provided for elsewhere in this *policy*
- m) cracking, fracturing, collapse or overheating of boilers, superheaters, economisers, vessels, tubes and pipes, nipple leakage and/or failure of welds or boilers or equipment in which such breakdown or derangement originates
- n) bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes (unless the water be turned off at the mains) and malicious damage when the *premises* are not in normal occupation for a period of more than 30 days
- o) faulty or defective design, materials, workmanship or errors or omission in processing or operation
- p) changes in the water table level and caused solely by such changes
- q) subsidence, landslip or heave
- r) normal settlement or bedding down of new structures, cracking, shrinkage or expansion of pavements, foundations, walls, floors or ceilings
- s) theft other than theft involving entry to or exit from a building by forcible and violent means or attempt thereat
- t) an event occurring outside of the *territory*
- u) water or other fluids causing damage to stock if such stock is not on racks, shelves, pallets and/or stillages at least four inches above floor level
- v) in transit other than at the *premises*

2. Excluded Property

We will not pay for *damage* to:

- a) *your* goods whilst on hire to third parties
- b) fences and gates and loose or moveable property stored in the open by theft or any weather condition (other than lightning) or dust, and to stock in the open other than as a result of fire, lightning, aircraft, and explosion
- c) vehicles licensed for road use (including accessories), caravans, trailers, railway locomotives and/or rolling stock, watercraft or aircraft
- d) any part of the *property insured* which is being worked upon directly resulting from that work or caused by any testing, treatment, repairing, adjusting, production process, packing, commissioning, servicing or maintenance operation. This exclusion shall not apply to resulting loss or damage to other *property insured*
- e) livestock, growing crops or trees
- f) land, excavations, piers and jetties, bridges, culverts, roads or pavements
- g) property or structures in the course of construction, erection or installation or supplies in connection with all such property or structures
- h) any portion of electrical apparatus or electrical installation directly caused by a leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running, other than destruction or damage by fire resulting from such causes
- i) property in transit
- j) property located outside of the *territory*
- k) *money*
- l) property more specifically insured.

3. Communicable Disease

We will not pay for any loss, liability, claim, cost, *damage*, expense or other sum, directly or indirectly arising out of, attributable to or occurring concurrently or in any sequence with:

- a) a *communicable disease*; or
- b) the fear or threat (whether actual or perceived) of a *communicable disease*.

For the avoidance of doubt no extension of cover, additional coverage or exception to any exclusion or other coverage grant shall afford any coverage that would otherwise be excluded through this exclusion. For further avoidance of doubt loss, liability, claim, cost, damage, expense or other sum, includes (but is not limited to) any costs to clean-up, de-toxify, remove, monitor or test: (1) for a *communicable disease*; or (2) any tangible or intangible property insured by this *policy* which has been affected by such *communicable disease*.

4. Indirect Loss

We will not pay for any losses that do not directly arise from an *insured event*.

5. More Specific Insurance

We will not pay for losses more specifically insured under any other section of this *policy* or any other policy.

6. Terrorism

Loss, destruction, *damage* or any claim caused by, resulting from, contributed to or aggravated by any of the following perils set out in a) to d) below, whether such loss, destruction, *damage* or cause of a claim is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the *policy*:

- a) insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction
- b) any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for the purposes of *terrorism*
- c) hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, trucks, trains or automobiles, including any attempted seizure of control, made by any person or persons
- d) riot or civil commotion in Northern Ireland.

Such loss, destruction or *damage* is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the loss, destruction or *damage*.

7. Data Related Liability

We shall not provide any cover under this Section 1 (Material Damage) arising out of, based upon or attributable to or in any way involving, directly or indirectly:

- a) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any *computer system* or *electronic data*; and
- b) any notification costs, credit monitoring expenses, forensic expenses, public relations expense, or any other loss, cost or expense incurred arising out of (a) above.

Section 2 – Business Interruption

Please read the Schedule to see if *you* are covered by this Section and, if so, which items of cover apply to *you*.

This Section details what Business Interruption *we* will cover *you* for, any additional cover and what is not covered.

The maximum *we* will pay under this Section 2 (Business Interruption), including the Extensions, will not exceed:

- (a) the *sum insured* on any Item, or
- (b) any other maximum amount payable or *limits of cover* specified in the Schedule.

Business Interruption Additional Definitions

Words and expressions used in the following definitions but not otherwise defined shall have the meaning usually attached to them in *your* books and accounts.

For the purpose of this Section:

Annual Gross Revenue means the *gross revenue* during the 12 months immediately before the date of the *damage* but subject to the application of the Trends Clause in the Business Interruption Additional Provisions set out below.

Annual Rent Receivable means the *rent receivable* during the 12 months immediately before the date of the *damage* but subject to the application of the Trends Clause in the Business Interruption Additional Provisions set out below.

Annual Turnover means the *turnover* during the 12 months immediately before the date of the *damage* but subject to the application of the Trends Clause in the Business Interruption Additional Provisions set out below.

Gross Profit means the amount by which the sum of the amount of the *turnover* and the amounts of the closing stock and work in progress exceed the sum of the amounts of the opening stock and work in progress and the amount of the *uninsured working expenses*.

Gross Revenue means the money paid or payable to *you* in respect of work done or services rendered and other income received or receivable in the course of the *business*.

Indemnity Period means the period beginning with the occurrence of the *damage* and ending not later than the *maximum indemnity period* thereafter during which the results of the *business* shall be affected in consequence of the *damage*.

Maximum Indemnity Period means the period specified along with the *sum insured* in the Schedule to this policy.

Outstanding Debit Balances means the amounts owed and unpaid to *you* by *your* customers for goods sold and delivered and for services rendered in the course of the *business* at the *premises*. *Outstanding debit balances* shall include Value Added Tax.

Rate of Gross Profit means the *gross profit* earned on and expressed as a percentage of the *turnover* during the financial year immediately before the date of the *damage* but subject to the application of the Trends Clause in the Business Interruption Additional Provisions set out below.

Rent Receivable means the amount of the rent and other income received or receivable from the letting of the *premises* and for services rendered thereat.

Standard Rent Receivable means the *rent receivable* during that period in the 12 months immediately before the date of the *insured event* but subject to the application of the Trends Clause in the Business Interruption Additional Provisions set out below.

Standard Turnover means the *turnover* during that period in the 12 months immediately before the date of the *insured event* but subject to the application of the Trends Clause in the Business Interruption Additional Provisions set out below.

Turnover means the money paid or payable to *you* for goods sold and delivered and for services rendered in the course of the *business* at the *premises*.

Uninsured Working Expenses means working expenses *you* have elected not to insure as defined in *your* books of account.

Vicinity means within 1 mile of the *premises*.

We will cover you for:

Those items specified in the Schedule and detailed below in the event that the *business* carried on by *you* at the *premises* is interrupted or interfered with during the *period of insurance* as a result of *damage*, provided that at the time of the happening of such *damage* there shall be in force an insurance covering *your* interest in the building or property against the *damage* and that payment shall have been made (or would have been made apart from the application of any excess, franchise or deductible) or liability admitted for the *damage* under such insurance.

Item 1. Gross Profit

The loss of *gross profit* due to the reduction in *turnover* and/or increase in cost of working. The amount payable under this item 1 shall be limited to:

- a) 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* falls short of the *standard turnover* as a result of the *damage* and
- b) in respect of increase in cost of working: the additional expenditure subject to Additional Condition & Provision 11 (Uninsured Working Expenses) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in *turnover* which but for the expenditure would have taken place during the *indemnity period* as a result of the *damage*, but not exceeding the sum produced by applying the *rate of gross profit* to the amount of the reduction thereby avoided,

less any sum saved during the *indemnity period* in respect of such of the charges and expenses of the *business* payable out of *gross profit* as may cease as a result of the *damage*.

Our liability in respect of this item 1 shall in no case exceed 133.33% of the *sum insured* stated in the Schedule. However, if at the time of the *damage* the *sum insured* on *gross profit* is less than 50% of the sum produced by applying the *rate of gross profit* to the *annual turnover* (proportionately increased where the *maximum indemnity period* exceeds 12 months), you will be your own insurer for the difference and bear a rateable share of the loss and the maximum amount we will pay is the *sum insured* on *gross profit* stated in the Schedule.

Item 2. Gross Revenue

The loss of *gross revenue* and/or increase in cost of working. The amount payable under this item 2 shall be limited to:

- a) in respect of loss of *gross revenue*: the amount by which the *gross revenue* during the *indemnity period* falls short of the *standard gross revenue*
- b) 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 the

expenditure would have taken place during the *indemnity period*, but not exceeding the amount of the reduction in *gross revenue* thereby avoided,

less any sum saved during the *indemnity period* in respect of such of the expenses and charges of the *business* payable out of the *gross revenue* as may cease or be reduced as a result of the *insured event*.

Our liability in respect of this item 2 shall in no case exceed 133.33% of the *sum insured* stated in the Schedule. However, if at the time of the *damage* the *sum insured* on *gross revenue* is less than 50% of the *annual gross revenue* (proportionately increased where the *maximum indemnity period* exceeds 12 months), you will be your own insurer for the difference and bear a rateable share of the loss and the maximum amount we will pay is the *sum insured* on *gross revenue* stated in the Schedule.

Item 3. Loss of Book Debts

The loss resulting from *damage* to *your* books of account or other business books or records at the *premises* which results in *you* being unable to trace or establish, in whole or in part, the *outstanding debit balances*. The amount payable by *us* under this item 3 shall be limited to:

- a) the *outstanding debit balances* as set out in *your* books of account reduced by the amounts received or traced and bad debts, adjusted for any abnormal condition of trade or special circumstances affecting the *business* either before or at the time of the *damage*
- b) the additional expenditure necessarily and reasonably incurred as a result of the *damage* in tracing or establishing debit balances after such *damage*,

provided that if the *sum insured* under this item 3 is less than the *outstanding debit balances* the amount payable by *us* shall be proportionately reduced.

Our liability under this cover shall not exceed £25,000 in any one *period of insurance*.

Item 4. Rent Receivable

The loss of *rent receivable* and the increase in cost of working incurred by *you*. The amount payable by *us* under this item 2 shall be limited to:

- a) in respect of loss of *rent receivable*: the amount by which the *rent receivable* during the *indemnity period* falls short of the *standard rent receivable* in consequence of the *damage*
- b) in respect of the increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of *rent receivable* 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 in the *rent receivable* thereby avoided, less any sum saved during the *indemnity period* in respect of such of the expenses and charges of the *business* payable out of the *rent receivable* as may cease or be reduced as a result of the *damage*,

provided that if the *sum insured* under this item 2 is less than the *annual rent receivable* (or a proportionately increased multiple thereof where the *maximum indemnity period* exceeds twelve months) the amount payable shall be proportionately reduced.

Our liability under this cover shall not exceed £5,000 for a period not exceeding 12 months.

Business Interruption Extensions

We will cover *you* in the event that *business* carried on by *you* at the *premises* is interrupted or interfered with during the *period of insurance* as a result of the following events, which shall be deemed to be *damage* covered by this *policy* for the purposes of the cover provided by this Section.

Provided that, after the application of all other terms of this Section, the total liability under this Section in respect of any one occurrence shall not exceed the *sums insured* stated in the Schedule.

1. Exhibition Expenses

An *insured event* occurring at an exhibition venue or to your *property* for use in connection with an exhibition whilst at your *premises* or whilst in transit by road rail or inland waterway. The amounts payable by us under this Extension shall be limited to:

- a) in the event of the exhibition not being held (or you being unable to exhibit at all) as a result 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 run (or you are unable to exhibit) for the intended period as a result of the *damage*: the loss calculated in accordance with provision a) above adjusted for the period that you could exhibit.

Our liability under this cover shall not exceed £10,000 in any one *period of insurance*.

2. Loss of Liquor Licence

Depreciation in value of *your* interest in the *premises* arising from the licence granted for the sale of excisable liquors at the *premises* being:

- a) forfeited under the provisions of legislation governing such licences, or
- b) refused renewal by the appropriate licensing authority at the time of renewal during the *period of insurance* from a cause beyond *your* control.

In addition we will pay all costs incurred with *our* prior written consent in connection with any appeal against refusal to renew any licence.

Our liability under this cover shall not exceed £100,000 in any one *period of insurance*.

Additional Conditions & Provisions in respect of this Extension

- a) Notification must be given to *us* in writing immediately on *your* becoming aware of any:
 - i) complaint against the *premises* or the control of the *premises*
 - ii) objection to renewal or other circumstances which may endanger the licence or its renewal
 - iii) proceedings against or conviction of the licence-holder, manager, tenant or occupier of the *premises* for any breach of the licensing laws, including any matter where the character or reputation of the person concerned is affected with respect to his or her honesty, moral standing or sobriety
 - iv) change in tenancy, management or use of the *premises*
 - v) transfer or proposed transfer of the licence.
- b) Notification must be given to *us* within 24 hours of any forfeiture or refusal of renewal of the licence. *You* must provide additional information and assistance that may be required by *us*.

Exclusions in respect of this Extension

This Extension does not provide cover if:

- i) the forfeiture or refusal to renew the licence arises directly or indirectly from any town or country planning, compulsory purchase, improvement or development, or the surrender, reduction or redistribution of licenses
- ii) for any alteration in the law affecting the grant, surrender, forfeiture or refusal to renew any licence
- iii) *you* are entitled to obtain compensation under the provisions of any Act of Parliament in respect of any refusal to renew the licence
- iv) prior to the inception of the Policy *you* have ever had a licence revoked or refused, been prosecuted or were aware of any matter pending which might affect renewal of the licence, unless agreed in writing by *us*.

3. Murder, Suicide or Defective Sanitation

- a) Loss resulting from any occurrence of murder or suicide at the *premises*; or
- b) Loss arising from restrictions on the use of the *premises* on the order or advice of the competent local authority due to any accident at the premises causing defects in the drains or other sanitary arrangements there or the *premises* becoming infested with vermin or pests.

Our liability under this extension shall not exceed £100,000 or 10% of the *sum insured* whichever is less in any one *period of insurance*.

For the purpose of this Extension:

Indemnity Period shall mean the period during which the results of the *business* shall be affected in consequence of the occurrence, discovery or accident, beginning with the date from which the restrictions on the *premises* are applied, or in the case of b) above, the date of the accident or discovery of the accident and ending not later than the *maximum indemnity period* thereafter.

Premises shall mean only those Locations specified in the Schedule and situated in Great Britain or Northern Ireland the Channel Islands and the Isle of Man.

Exclusions in respect of this Extension:

This extension does not provide cover for any costs incurred in the cleaning, repair, replacement, recall or checking of property other than those necessarily incurred with our prior written consent in:

- i) cleaning and decontamination of property used by *you* for the purpose of the *business*
- ii) removal and disposal of contaminated stock in trade at or from the *premises*.

4. Prevention of Access

Damage to property in the *vicinity* of the *premises* or the property, which prevents or hinders the use of the *premises* or the property or access thereto, regardless of whether the *premises* or property is damaged, but excluding *damage* to property of any supply undertaking from which *you* obtain electricity, gas or water or telecommunications services which prevents or hinders the supply of such services to the *premises* save to the extent that cover is provided under the Public Utilities Extension below.

Our liability under this extension shall not exceed £10,000 or 10% of the *sum insured* whichever is less in any one *period of insurance*.

5. Public Utilities

Damage at any of the following supply undertakings which results in a failure of supply from such undertaking to the *premises*:

- a) generating station or sub-station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c) water works and pumping stations of the public water supply undertaking
- d) land based premises of the public telecommunications undertaking from which *you* obtain electricity, gas, water or telecommunications services within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Our liability under this extension shall not exceed £25,000 or 10% of the *sum insured* whichever is less in any one *period of insurance*.

Exclusions in respect of this Extension:

This Extension does not provide cover in respect of damage to any cables, pipelines or other means by which such services are supplied to *you*.

6 Specified Disease

The insurance by this Section extends to include interruption of or interference with *your business* during the *indemnity period* arising as a direct consequence of a closure of the *premises* or a part thereof on the order or stipulation of any government or local authority having jurisdiction over such *premises*, such cover arising only where such order or stipulation is as a direct result of:

- a) a person being present or having been present on or at the *premises* (or part thereof) who has been diagnosed with a *specified disease*, provided that there shall be no cover under this extension if the relevant incidence of the *specified disease* is part of a *pandemic* or *epidemic* and cover under this extension shall cease to apply if an outbreak of which the relevant incidence of the *specified disease* is part subsequently becomes a *pandemic* or *epidemic*;
- b) injury or illness sustained by any visitor arising from or traceable to foreign or injurious matter in food or drink provided on the *premises*;

Our indemnity to you under this Extension will be reduced by any amount which is recoverable from any government or other authority initiative scheme or payment from which you are entitled to benefit. Our maximum liability under this Extension shall not exceed the *sum insured* shown in the Schedule in respect of any one *occurrence* or in the aggregate within any *one period of insurance*.

For the purpose of this Extension:

Epidemic means an outbreak of an infectious disease, illness or bodily condition, including any mutation or variation of such infectious disease, illness or bodily condition, which involves the occurrence in any location or area of that infectious disease, illness or bodily condition in excess of normal expectancy, including (but not limited to) any such outbreak which is described in a public statement as an epidemic by Public Health England, an equivalent organisation in Scotland, Wales or Northern Ireland, or any government authority.

Indemnity Period means the period during which the results of your business are affected as a direct consequence of the closure of the *premises* or part thereof on the order or stipulation of any government or local authority and ending on the date that is the earlier of: (i) 3 months after the date that the closure of the premises of part thereof were first imposed; and (ii) the date the closure of the premises or part thereof is lifted, or in respect of a) above, at the time when the *specified disease* becomes a *pandemic* or *epidemic*.

Pandemic means an outbreak of an infectious disease, illness or bodily condition, including any mutation or variation of such infectious disease, illness or bodily condition, which outbreak is occurring in more than one country at the same time, including (but not limited to) any outbreak which is described in a public statement as a pandemic by the World Health Organization (WHO) or any international or government authority, public health organisation or other entity that has the authority to make such a declaration.

Specified Disease means any of the following diseases sustained by any person:

(1) acute encephalitis, (2) acute infectious hepatitis, (3) acute meningitis, (4) acute poliomyelitis, (5) anthrax, (6) botulism, (7) brucellosis, (8) cholera, (9) diphtheria, (10) enteric fever (typhoid or paratyphoid), (11) food poisoning, (12) haemolytic uraemic syndrome (HUS), (13) infectious bloody diarrhoea, (14) invasive group A streptococcal disease, (15) legionellosis, (16) leprosy, (17) malaria, (18) measles, (19) meningococcal septicaemia, (20) mumps, (21) plague (bubonic septicaemic or pneumonic), (22) rabies, (23) rubella, (24) scarlet fever, (25) smallpox, (26) tetanus, (27) tuberculosis, (28) typhus, (29) viral haemorrhagic fever (VHF), (30) whooping cough, and (31) yellow fever.

Our liability under this extension shall not exceed £25,000 or 5% of the *sum insured* whichever is less in any one *period of insurance*.

7. Transit

Damage to property whilst in transit in Great Britain, Northern Ireland, the Channel Islands or The Isle of Man.

Our liability under this extension shall not exceed £25,000 or 5% of the *sum insured* whichever is less in any one *period of insurance*.

8. Unspecified Customers

Damage to property at the premises of any of *your* customers situated in Britain, Northern Ireland, the Channel Islands or The Isle of Man.

Our liability under this extension shall not exceed £25,000 or 5% of the *sum insured* whichever is less in any one *period of insurance*.

9. Unspecified Suppliers

Damage to property at the premises of any of *your* suppliers, manufacturers or processors of components, goods or materials in Great Britain, Northern Ireland, the Channel Islands or The Isle of Man, but excluding the premises of any supply undertaking from which you obtain electricity gas or water or telecommunications services.

Our liability under this extension shall not exceed £25,000 or 5% of the *sum insured* whichever is less in any one *period of insurance*.

Business Interruption Additional Conditions and Provisions

In addition to the General Conditions & Provisions the following Business Interruption Additional Conditions and Provisions shall apply to this Section:

1. Accountants

Any particulars or details contained in *your* books of account or other business books or documents which may be required by *us* for the purpose of investigation or verifying any claim under this Section may be produced by professional accountants if at the time they are regularly acting as such for *you* and their report shall be prima facie evidence of the particulars and details to which such report relates. *We* will pay to *you* the reasonable charges payable by *you* to *your* professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by *us* under this Section and reporting that such particulars or details are in accordance with *your* books of account or other business books or documents.

2. Accumulated Stocks

In adjusting any loss, account shall be taken and an equitable allowance shall be made if any shortage in *Turnover* due to the *Damage* is postponed by reason of the *Turnover* being temporarily maintained from accumulated stocks of finished goods.

3. Alternative Premises

If during the *Indemnity Period* the *Business* can or shall be conducted elsewhere than at the *Premises* or if goods can or shall be sold or services can or 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 such other premises or sales or services shall be brought into account in arriving at the *Turnover* or *Gross Profit* or *Rent Receivable* during the *Indemnity Period*.

4. Automatic Reinstatement of Sum Insured

In consideration of the *Sum Insured* not being reduced by the amount of any covered loss *you* shall pay the appropriate additional premium as may be requested by *us* on the amount of the loss from the date thereof to the date of the expiry of the *Period of Insurance*.

5. Current Cost Accounting

For the purposes of the Business Interruption Additional Definitions any adjustment implemented in current cost accounting shall be disregarded.

6. Independent Departments

If the *Business* is conducted in departments, the independent trading results of which are ascertainable, the cover under item 1 above (*Gross Profit*) shall apply separately to each department affected by the *Damage*, except that if the *Sum Insured* under item 1 above (*Gross Profit*) is less than the total sum produced by applying the rate of *Gross Profit* for each department of the *Business* (whether affected by the *Damage* or not) to its relative *Annual Turnover* (or to a proportionately increased multiple thereof where the *Maximum Indemnity Period* exceeds twelve months) the amount payable shall be proportionately reduced.

7. Payments on Account

Payments on account may be made by *us* during the *Indemnity Period* at *our* discretion but in no case shall any payment exceed *our* liability in respect of reduction in *Turnover* for each of the items insured under this policy for the period in respect of which payment is to be made.

8. Stock and Work in Progress

The amounts of the opening and closing stock and work in progress shall be arrived at in accordance with your normal accountancy methods, due provision being made for depreciation.

9. Temporary Removal (Documents)

Loss insured under this Section resulting from interruption of or interference with the *business* in consequence of *damage* to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed within the United Kingdom shall be deemed to be loss resulting from *damage* to *property* used by *you* at the *premises*, subject to a maximum of £2,500 for each item of loss in any one *period of insurance*.

10. Trends Clause

The definitions of *annual turnover*, *rate of gross profit* and *standard turnover* shall be adjusted as necessary to provide for the trend of the *business* and for variations in or other circumstances affecting the *business* either before or after the *damage* or which would have affected the *business* had the *damage* not occurred, so that the adjusted figures represent as nearly as may be reasonably practicable the results which but for the *damage* would have been obtained during the relative period after the *damage*.

11. Uninsured Working Expenses

If any standing charges of the *business* are not insured by this Section (having been deducted in arriving at the *gross profit*) then in computing the amount recoverable as the 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 standing charges.

Business Interruption Exclusions

In addition to the General Exclusions we will not cover under this Section:

1. Communicable Disease

We will not pay for any loss, liability, claim, cost, *damage*, expense or other sum, directly or indirectly arising out of, attributable to or occurring concurrently or in any sequence with:

- a) a *communicable disease*; or
- b) the fear or threat (whether actual or perceived) of a *communicable disease*.

For the avoidance of doubt no extension of cover, additional coverage or exception to any exclusion or other coverage grant shall afford any coverage that would otherwise be excluded through this exclusion. For further avoidance of doubt, loss, liability, claim, cost, *damage*, expense or other sum, includes (but is not limited to) any costs to clean-up, de-toxify, remove, monitor or test: (1) for a *communicable disease*; or (2) any tangible or intangible property insured by this *policy* which has been affected by such *communicable disease*.

2. Media

Loss resulting from any delay in resuming operations due to the need to reconstruct or re-input data or programs on *media*.

3. Terrorism

Loss, destruction, *damage* or any claim caused by, resulting from, contributed to or aggravated by any of the following perils set out in a) to d) below, whether such loss, destruction, *damage* or cause of a claim is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the *policy*:

- a) insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction
- b) any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for the purposes of *terrorism*
- c) hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, trucks, trains or automobiles, including any attempted seizure of control, made by any person or persons
- d) riot or civil commotion in Northern Ireland.

Such loss, destruction or *damage* is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the loss, destruction or *damage*.

4. Data Related Liability

We shall not provide any cover under this Section 2 (Business Interruption) arising out of, based upon or attributable to or in any way involving, directly or indirectly:

- a) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any *computer system* or *electronic data*; and
- b) any notification costs, credit monitoring expenses, forensic expenses, public relations expense, or any other loss, cost or expense incurred arising out of (a) above.

Section 3 – Employers’ Liability

Please read the Schedule to see if *you* are covered by this Section.

This Section details what Employers' Liability *we* will cover *you* for including any additional cover and what is not covered subject to the *limits of cover*.

Employers Liability Additional Definitions

For the purpose of this Section:

Additional Insured means:

- a) *your* executor, administrator or personal representative, but only in respect of liability incurred on *your* behalf
- b) any of *your* partners or directors and at *your* request any former partner or director
- c) any *employee* or former *employee* but only in respect of liability incurred on *your* behalf and at *your* request
- d) any officer, committee member, employee, paid or voluntary helper, member or immediate family of a member of *your* social, sports, welfare or theatrical organisations or clubs, first aid, fire or ambulance services or security services when acting in that capacity for *you* or *your business*
- e) an *employee* undertaking with *your* consent private work for any of *your* directors, partners or executives
- f) only a person to the extent *you* have agreed to indemnify that person under a contract and that person is not covered by any other insurance and
- g) at *your* request any officers or trustees of *your* pension scheme(s).

Offshore Activity means:

- a) work in or on any offshore installation or support or accommodation vessel
- b) in transit to and from any offshore installation, support or accommodation vessel, from the point of embarkation onto a conveyance until disembarkation onto land or the offshore installation support or accommodation vessel.

Section 7 of the Statute Ordinance Regulation means:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 for claims in Northern Ireland
- b) the Corporate Manslaughter and Corporate Homicide Act 2007
- c) the Food Safety Act 1990
or any other law applicable to *you* in respect of the health and safety of *employees*.

We will cover you for:

Damages or compensation *you* are held legally liable to pay and *legal costs* in respect of *bodily injury* to an *employee* caused during the *period of insurance* and arising out of and in the course of their employment or engagement by *you* in the *business*:

- (i) anywhere in the world where the *employee's* employment or engagement is entered into in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and
- (ii) in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands in respect of employment or engagement entered into outside these territories including temporary visits outside these countries other than back to the country of employment.

For the avoidance of doubt *we* will cover *you* for compulsory Employers' Liability insurance required in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands up to the *limits of cover* in the Schedule.

Employers' Liability Extensions

We will cover you under this Section for:

1. Additional Insured

Liability of any *additional insured* as if they were covered under this Section 3 (Employers' Liability) in respect of claims brought by an *employee* under General Cover 1 above provided that *you* ensure we have the conduct and control of all claims and that the third party has acted in accordance with and complied with the terms of this *policy* as though it is *you*. A failure by *you* to ensure the conduct of claims and the compliance of the third party with the terms of this *policy* will mean *we* will not pay the relevant claim.

2. Compensation for Court Attendance

The following amounts per day which will be inclusive of salary and/or wages when any of the persons stated below is absent from work to attend any civil, criminal, tribunal, conciliation, arbitration, fatal inquiry or pre-trial conference proceedings at *our* request:

- a) *your* directors, partners or executives - £500
- b) *employees* - £250.

Such amounts will be paid in addition to the *limit of cover* set out in the Schedule to this *policy*.

3. Contractual Liability

Where any contract or agreement entered into by *you* in the normal course of *your business* with any other party so requires, *we* will indemnify *you* against liability assumed by *you* under any contract or agreement, but only to the extent required by such contract or agreement.

4. Data Protection Legislation (This Extension only covers *claims* which both arise and are notified to *us* within the *period of insurance*. If *you* do not notify *your claim* to *us* within the *period of insurance* we can refuse to pay *your claim*.)

Notwithstanding Employers Liability Exclusion 1 (Data Related Liability) *we* will indemnify *you* for *your* legal liability to pay:

- a) compensation and *legal costs* in respect of a claim by an *employee* for non-material damage arising under Article 82 of the EU General Data Protection Regulation (2016/679) and Sections 168 and 169 of the Data Protection Act 2018
- b) provided that:
 - i) *you* have paid the data protection fee to the Information Commissioner's Office pursuant to the terms of the Data Protection (Charges and Information) Regulations 2018, unless *you* are exempt from doing so, and where *you* are exempt *you* have previously informed *us* of that exemption; and
 - ii) the claim is first made against *you* during the *period of insurance*.

However *we* will not pay:
- A the part of a claim that is attributable to any party entitled to indemnity under such claim (including any *employee*, servant or agent of a party entitled to indemnity) where that claim arises from the fraudulent, dishonest, deliberate or intentional act or omission of that party. Notwithstanding the above, *we* will pay any claim brought against *you* under this *policy* for such act or omission by the *employee*, servant or agent;
- B claims arising from a deliberate or intentional act or omission by a party entitled to claim (including any *employee*, servant or agent of a party entitled to claim) under this *policy* who knew they would be breaching the EU General Data Protection Regulation (2016/679) or the Data Protection Act 2018;
- C the costs associated with or arising from any order under the Data Protection Act 2018 and/or the EU General Data Protection Regulation (2016/679) for rectifying, rewriting, erasing data or restricting processing of data;
- D fines or penalties of any kind;
- E claims arising from the recording, processing or provision of data for reward or the determining of the financial status of a person;
- F claims which arise out of circumstances previously notified to *us* or known to *you* at inception of this *policy*;
- G liability for which indemnity is provided under any other more specific insurance or Cyber Policy or from any other source or to the extent that cover is provided elsewhere in this *policy*; or
- H claims arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Our liability for all amounts payable under Employers' Liability Extension 4 (Data Protection Legislation) including *legal costs* shall not exceed £1,000,000 (or the *limit of liability*, whichever is less) in the aggregate in any one *period of insurance*.

5. Legal Expenses

Legal costs and expenses incurred in the defence of or an appeal with *our* prior consent by or against *you* in any civil or criminal court tribunal conciliation or arbitration as a result of a breach or alleged breach of any *Section 7 of the Statute Ordinance Regulation* whether or not there has been *bodily injury* together with Compensation for Court Attendance in accordance with Extension 2 (Compensation for Court Attendance) of this Section.

6. Medical Treatment

Damages or compensation arising from *bodily injury* to an *employee* caused by medical treatment to such *employee* given by any medical doctor employed by *you*.

7. Transfer of Undertakings (Protection of Employment) Regulations 2006

Damages or compensation for *bodily injury* to an *employee* caused prior to the date the *employee* commences employment with *you* and for which *you* are liable by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006.

8. Unsatisfied Court Judgments

Where damages have been awarded by a court in the European Union or United Kingdom to an *employee* for *bodily injury* arising from his employment with *you* in the European Union or United Kingdom and where such damages remain all or partly unpaid six months after the date of the judgment then at *your* request *we* will pay the *employee* the amount of the outstanding damages and any awarded costs provided that there is no appeal outstanding and judgment is assigned to *us*.

Employers' Liabilities Additional Provision

In addition to the General Conditions & Provisions the following Employers' Liabilities Additional Provision shall apply to this Section:

Rights of Recovery

If as a legal requirement of any compulsory liability insurance *we* are required to pay a claim to *you* or an *additional insured* when *we* could have denied the claim or part of the claim under the terms of this *policy* or otherwise *you* shall immediately reimburse *us* for any such payment made.

Employers' Liabilities Exclusions

We do not cover the following:

1. Data Related Liability

Any cover under this Section 3 (Employers' Liability) arising out of, based upon or attributable to or in any way involving, directly or indirectly:

- a) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any *computer system* or *electronic data*; and
- b) any notification costs, credit monitoring expenses, forensic expenses, public relations expense, or any other loss, cost or expense incurred arising out of a) above.

However, this Exclusion 1 (Data Related Liability) does not apply to any indemnity payable under this *policy* for *bodily injury* arising out of, based upon or attributable to the events in a) or b) above.

This Exclusion 1 (Data Related Liability) shall not apply in respect of Employers Liability Extension 4 (Data Protection Legislation).

2. Offshore Activity

Bodily injury to an employee arising out of any offshore activity.

3. Road Traffic

*Bodily injury to an employee whilst being carried in or upon a vehicle or entering or getting into or alighting from a vehicle in circumstances where insurance or security is required to be effected by *you* to comply with any road traffic legislation within the European Union or United Kingdom.*

Section 4 – Public & Product Liability

Please read the Schedule to see if *you* are covered by this Section.

This Section details what Public & Product Liability we will cover *you* for, any additional cover and what is not covered subject to the *limits of cover*.

Public & Products Liability Additional Definitions

For the purpose of this Section:

Additional Insured means:

- a) *your* executor, administrator or personal representative, but only in respect of liability incurred on *your* behalf
- b) any of *your* partners or directors and at *your* request any former partner or director
- c) any *employee* or former *employee* but only in respect of liability incurred on *your* behalf and at *your* request
- d) any officer, committee member, employee, paid or voluntary helper, member or immediate family of a member of *your* social, sports, welfare or theatrical organisations or clubs, first aid, fire or ambulance services or security services when acting in that capacity for *you* or *your business*
- e) an *employee* undertaking with *your* consent private work for any of *your* directors, partners or executives
- f) only a person to the extent *you* have agreed to indemnify that person under a contract and that person is not covered by any other insurance and
- g) at *your* request any officers or trustees of *your* pension scheme(s).

Advertising Injury means:

- a) libel, slander, plagiarism or defamation in respect of any oral or written publication of material
- b) infringement of intellectual property rights other than copyright, patent or trade secret
- c) piracy, unfair competition or idea misappropriation under an implied contract or
- d) any invasion of the rights of privacy in respect of any oral or written publication of material committed or alleged to have been committed by *you* in any publication, advertisement, publicity, article, internet web site activity, broadcast or telecast arising from *your* advertising activities of *your products* which is neither expected nor intended by *you*.

Legal Proceedings means:

any litigation, arbitration, mediation, adjudication or any other process of formal dispute resolution and any appeal.

Personal Injury means:

- a) *advertising injury*
- b) humiliation, false arrest, invasion of the right of privacy, wrongful accusation of shoplifting, detention, false imprisonment, false or wrongful entry or eviction interfering with the right of private occupancy, discrimination, malicious prosecution, injurious falsehood, libel, slander, defamation of character, deceit
- c) assault, unless committed for the purposes of preventing or eliminating danger to persons or property.

Personally identifiable information means any information relating to an identified or identifiable natural person.

Products means:

- a) *your* products sold, supplied, designed, leased or licensed to others, manufactured, repaired, serviced, installed, inspected, adjusted, erected, altered, tested, handled, cleaned or treated by or on behalf of *you* in the ordinary course of *your* business and
- b) all associated containers, labels, instructions and packaging material after such products have ceased to be in *your* custody or control.

Section 8 of the Statute Ordinance Regulation means:

- a) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 for claims in Northern Ireland
 - b) Part II of the Consumer Protection Act 1987
 - c) the Food Safety Act 1990
 - d) the Corporate Manslaughter and Corporate Homicide Act 2007
- or any other law applicable to *you* in respect of the health and safety of any person other than an *employee*.

Territory means anywhere in the world other than:

- a) the United States of America, its territories and possessions where:
 - i) *products* have been knowingly exported or
 - ii) *you* have domiciled operations or premises or
 - iii) manual work is undertaken
- b) *your* domiciled operations or premises in Canada
- c) any country or territory where any government embargo or sanction prohibits *you* from trading or prevents *us* from providing *you* with insurance
- d) where *legal proceedings* are brought to enforce an award or judgment made in any of the places specified in a) to c) above.

We will cover you for:

All amounts (including *legal costs*) *you* become legally liable to pay as damages or compensation arising from an *occurrence* during the *period of insurance* in the *territory* in connection with the *business* which results in:

- a) *personal injury* to any person not being an *employee*
- b) *damage* or
- c) obstruction, interference with traffic, loss of amenities, nuisance or trespass.

Public and Product Liability Extensions

We will cover *you* under this Section for the following arising from an *occurrence* during the *period of insurance* in the *territory* in connection with the *business*:

1. Additional Insured

All amounts (including *Legal Costs*) an *Additional Insured* becomes legally liable to pay as damages or compensation arising from such an *occurrence* which results in:

- a) *personal injury* to any person not being an *employee*
- b) *damage* or
- c) obstruction, interference with traffic, loss of amenities, nuisance, or trespass.

2. Advertising Liability

All amounts (including *legal costs*) *you* become legally liable to pay as damages or compensation for:

- a) injurious falsehood, libel, slander, defamation of character, deceit; or
 - b) invasion of the rights of privacy, or
 - c) infringement of intellectual property rights, or
 - d) piracy, unfair competition or idea misappropriation
- committed or alleged to have been committed during the *period of insurance* in any publication, advertisement, publicity article, internet web site activity, broadcast or telecast and arising from *your* advertising activities.

Exclusions in respect of this Extension

This Extension does not provide cover for any damages or compensation in respect of:

- i) any breach of contract other than a breach of an implied contract arising from the unauthorised use of advertising ideas;
- ii) breach of copyright, patent or trade and service marks and trade secrets;
- iii) the failure of *products* or services to meet advertised quality performance or standards;
- iv) errors in the pricing of *products* or services;
- v) statements made prior to the *period of insurance*;
- vi) statements known to you to be defamatory and made by *you* or with *your* knowledge;

- vii) the unauthorised use of another's name or product in an e-mail address, domain name or meta tag, or any other similar tactics to mislead another's potential customers; and/or
- viii) *your* activities on any social media sites.

3. Compensation for Court Attendance

Amounts which will be inclusive of salary and/or wages when any of the persons stated below is absent from work to attend any civil, criminal, tribunal, conciliation, arbitration, fatal inquiry or pre-trial conference proceedings at *our* request subject to a minimum payment of at least the following rates per day:

- a) *your* directors, partners or executives - £500
- b) *employees* - £250.

Such amounts will be paid in addition to the *limit of cover* set out in the Schedule to this *policy*.

4. Contingent Motor

All amounts *you* are held legally liable to pay as damages or compensation for *personal injury* or *damage* arising out of the use of any motor vehicle:

- a) not owned or leased by *you* but being used in connection with the *business*
- b) owned or leased by *you* and being used in unauthorised circumstances and/or
- c) by or on behalf of any person to whom the vehicle is lent, leased or hired in circumstances in connection with the *business* where such person has failed to arrange insurance cover

other than:

- i) *damage* to the vehicle and its contents owned or leased by *you* and/or
- ii) whilst the vehicle is being used outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

5. Data Protection Legislation (This Extension only covers *claims* which both arise and are notified to *us* within the *period of insurance*. If *you* do not notify *your claim* to *us* within the *period of insurance* we can refuse to pay *your claim*.)

Notwithstanding Public & Products Liability Exclusions 4 (Data Related Liability) and 13 (Personal Injury), we will indemnify *you* (and, if *you* require, any *employee*) for your liability to pay:

- a) compensation, damages and *legal costs* in respect of a claim by any person other than an *employee* for material or non-material damage arising under Article 82 of the EU General Data Protection Regulation (2016/679) and Sections 168 and 169 of the Data Protection Act 2018;
- b) provided that:
 - i) *you* have paid the data protection fee to the Information Commissioner's Office pursuant to the terms of the Data Protection (Charges and Information) Regulations 2018, unless *you* are exempt from doing so, and have previously informed *us* of that exemption; and
 - ii) the claim is first made against *you* during the *period of insurance*.

However we will not pay:

- A. any claim arising from a deliberate or intentional act or omission by a party entitled to claim (including any *employee*, servant or agent of a party entitled to claim) under this *policy* who knew they would be breaching the EU General Data Protection Regulation (2016/679) or the Data Protection Act 2018;
- B. any order under the Data Protection Act 2018 and/or the EU General Data Protection Regulation (2016/679) for rectifying, rewriting, erasing data or restricting processing of data;
- C. fines or penalties of any kind;
- D. claims arising from the recording, processing or provision of data for reward or the determining of the financial status of a person;
- E. claims which arise out of circumstances previously notified to insurers or known to *you* at inception of this *policy*;
- F. liability for which indemnity is provided under any other more specific insurance or Cyber Policy or from any other source or to the extent that cover is provided elsewhere in this *policy*; or
- G. claims arising out of any *occurrence* happening in the United States of America (USA) or Canada;
- H. liability in respect of any action for damages brought against *you* in a court of law in the USA or Canada or in a court of law outside the USA or Canada to enforce a judgment made therein.

Our liability for all amounts payable under Public and Products Liability Extension 5 (Data Protection Legislation) including *legal costs* shall not exceed £1,000,000 (or the *limit of liability*, whichever is less) in the aggregate in any one *period of insurance*.

6. Defective Premises Act

Legal liability incurred by *you* under Section 3 of the Defective Premises Act 1972, or Section 5 of the Defective Premises (Northern Ireland) Order 1975 but not including the costs of remedying any defects or alleged defects.

7. Legal Expenses

Legal costs and expenses:

- a) incurred with *our* prior consent
- b) awarded against *you* in any civil, criminal, tribunal, conciliation, arbitration or appeal proceedings imposed on *you* in respect of:
 - i) a breach or alleged breach of any *Section 8 of the Statute Ordinance Regulation*
 - ii) work undertaken or the supply of goods and services
 - iii) the ownership or occupation of property.

We will also pay *you* for the salary of any of *your* directors or *employees* in accordance with Extension 3 to this Section (Compensation for Court Attendance) for the period of absence from work to attend any of the above civil, criminal, tribunal, conciliation, arbitration, fatal inquiry or pre-trial conference proceedings.

8. Member to Member Liability

At *your* request we will indemnify any member of *your* social, sports or welfare organisations for all sums which the member becomes legally liable to pay as damages or compensation consequent upon *personal injury* to any other member or *property damage* in connection with the *business* whilst undertaking such social, sports or welfare activities provided that the member:

- a) is not already insured under another policy or any other source; and
- b) has complied with the terms of this *policy* in so far as they can apply.

9. Overseas Personal Liability

All amounts you become legally liable to pay for damages or compensation for *personal injury* or *damage to property* of any director, partner or *employee* of *you* or a spouse or partner of any such person whilst temporarily outside their normal country of residence other than:

- a) arising out of the ownership or occupation of land or buildings
- b) where the person is covered by other insurance.

10. Unauthorised Movement of Vehicles

All amounts *you* become legally liable to pay for damages or compensation for movement by *employees* of any vehicles not being *your property* where such movement is necessary to prevent the interference of the performance of the *business* other than where *you* are responsible for the insurance or equivalent security of the vehicles.

11. Vendor's Liability

At *your* request and with *our* prior consent we will indemnify any vendor for all amounts (including *legal costs*) they become legally liable to pay for *personal injury* to any person not being an *employee* or *damage* arising out of *your products* distributed or sold in the course of the vendor's business other than:

- a) from any express warranty not authorised by *you*
- b) from any physical or chemical change in the *product* made intentionally by the vendor or another
- c) from repacking unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from *you* and then repacked in the original container
- d) from demonstration, installation, servicing or repair operations except demonstration performed at the vendor's premises in connection with the sale of the *product*
- e) from *products* which after distribution or sale by *you* have been labelled or re-labelled or used as a container, part or ingredient of any other thing or substance by or for the vendor and/or
- f) to any person or organisation from whom *you* have acquired such *products*, ingredients, parts or containers accompanying or containing such *products*.

If the vendor has not complied with the terms of this *policy* in so far as they can apply to the vendor as if they are *you* then we will refuse to pay the relevant claim.

Public & Products Liability Additional Conditions and Provisions

In addition to the General Conditions & Provisions the following Public & Products Liability Additional Conditions and Provisions shall apply to this Section:

1. Burning and Welding

You must ensure that the following precautions are complied with on each and every occasion when *you* use any of the under-mentioned items of equipment:

- a) Blowlamps or blow torches, hot air guns or hot air strippers
 - i) the area in which they are to be used is cleared of loose combustible material;
 - ii) lighted blowlamps and/or blow torches are continuously attended;
 - iii) blowlamps and blow torches are filled only in the open, and not lit until immediately before use;
 - iv) a suitable multi-purpose dry powder fire extinguisher is kept available for immediate use
 - v) a thorough examination is made in and about the working area immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.
- b) Welding or flame cutting equipment
 - i) the area in which the equipment is to be used is cleared of loose combustible material;
 - ii) other combustible material including floors in the area in which the equipment is to be used is covered with overlapping sheets of incombustible material;
 - iii) before applying heat to metal work built into or projecting through walls, partitions, ceilings or floors examination is to be made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat;
 - iv) the occupier is informed of the proposed safety precautions and asked for specific authority to proceed;
 - v) a suitable multi-purpose dry powder fire extinguisher is kept available for immediate use;
 - vi) a responsible employee of *yours* or of the occupier shall be made aware of the location of any fire fighting equipment and is appointed to act solely as fire watcher whilst welding or flame cutting is carried out;
 - vii) A thorough examination is made in and about the working area including behind walls, partitions, ceilings or floors immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.
- c) Vessels for heating of bituminous compounds or lead –
 - i) are continuously attended whilst heating is taking place;
 - ii) are used only in the open whilst heating is taking place, and if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

2. Bona Fide Sub Contractors

When *you* enter into any form of contract with a bona-fide subcontractor, *you* shall:

- a) obtain written evidence that the bona-fide subcontractor has a current public & products liability insurance policy in force with an indemnity limit of not less than £2,000,000.
This evidence should include:
 - i) details of the Insurer providing public liability cover
 - ii) the policy number relating to public liability cover provided by the insurer
 - iii) the inception and expiry date of the insurance policy
 - iv) details of the public liability indemnity limit provided by such insurance
- b) retain such written evidence for not less than 5 years.

3. Legal Proceedings in the United States or Canada

Where *legal proceedings* are brought in a court of law in the United States of America, its territories and possessions, Canada or in another country to enforce such judgment the *limits of cover* shall be inclusive of all *legal costs* in respect of any one claim or series of claims arising out of any one *occurrence*.

Public & Products Liability Exclusions

In addition to the General Exclusions we will not cover under this Section:

1. Advice and Design for a Fee

Liability for any advice, design, service, or specification provided for a fee and not connected with the supply of *your products* other than the failure by an *employee* to provide medical advice, first aid or other medical assistance at *your* premises.

2. Aircraft/Watercraft

- a) Liability for the ownership possession or use by *you* of any:
 - i. aircraft or aerial device (including without limitation drone/unmanned aerial system) for travel through air or space
 - ii. water-going vessel or craft other than any
 - a. used for *business* entertainment within inland or territorial waters and
 - b. not exceeding twenty metres in length for use in inland or territorial waters
 - iii. hovercraft or hydrofoil.
- b) Liability for products supplied for incorporation in aircraft.

3. Contractual Liability

Liability assumed under any contract or agreement in respect of

- a) *personal injury* or *property damage* arising from or caused by *products*
 - b) *property damage* to contract or temporary works executed by *you*
- unless such liability would have attached in the absence of such contract or agreement.

4. Data Related Liability

Any cover or be liable to make any payment under this Section 4 - Public & Products Liability arising out of, based upon or attributable to or in any way involving, directly or indirectly:

- a) any access to or disclosure of any person's or organisation's confidential or personal information, including without limitation any *personally identifiable information*, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- b) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any *computer system* or *electronic data*; and
- c) any notification costs, credit monitoring expenses, forensic expenses, public relations expense, or any other loss, cost or expense incurred arising out of a) or b) above.

However, this Exclusion 4 (Data Related Liability) does not apply to any indemnity under this *policy* for *bodily injury* or *damage* arising out of, based upon or attributable to the events in a), b) or c) above.

This Exclusion 4 (Data Related Liability) shall not apply to Public and Product Liability Extensions 5 (Data Protection Legislation).

5. Damage to Products Recall and Repair

- a) *Damage* attributable to the known or suspected defective part or deficiency of any *product*
- b) costs of recalling, replacing, repairing or removing *your products* as a result of any known or suspected defect or deficiency
- c) the cost of rectifying *your* defective work.

6. Damage to Property

Damage to *property* in *your* custody or control other than:

- a) *employees'* and/or *guests'* and/or *visitors'* property (including vehicles and contents)
- b) premises and their contents not owned or leased or rented by *you* but which are temporarily occupied by *you* in connection with *your business*
- c) waste skips containers and the like being loaded and unloaded in respect of *your business*.

Notwithstanding any of the above, *we* will not cover under this Section:

- i) *damage* to that part of any *property* upon which *you* or *your employees* are or have been working.
- ii) liability assumed by *you* under a tenancy or other agreement and for which *you* would not have liability other than under that agreement.

7. Financial Loss

Loss that is not a direct result of *personal injury* or *damage* for which indemnity is provided by this Section 4 (Public and Products Liability).

8. Height Restriction

Loss arising from all work undertaken by *you* at heights in excess of 10 metres from the immediate floor or ground below.

9. High Risk Premises

In respect of any claim arising out of or in connection with any work undertaken on or in the following:

- a) power stations, nuclear installations or establishments
- b) refineries, bulk storage or production premises in the oil, gas or chemical industries
- c) offshore structures or work underground or underwater
- d) computers or computer rooms
- e) aircraft, hovercraft, aerospace systems or watercraft (other than work on watercraft in docks, harbours, boatyards or inland waterways not involving the use of heat)
- f) railways, railway stations or airports.

10. Manufacturing Process

Liability for any claim arising in connection with any manufacturing process carried out by *you*.

11. Metal and Woodworking Machinery

Liability for any claim arising in connection with use by *your employees* of *metal or woodworking machinery*.

For the purposes of this exclusion *metal or woodworking machinery* means equipment driven by steam, gas, water, electricity or other mechanical power other than mechanically-driven portable tools applied to the work by hand.

12. Motor

Other than in respect of Extension 4 (Contingent Motor) or any compulsory motor insurance, liability:

- a) arising from the loading or unloading of any motor vehicle or trailer beyond the limits of any road
- b) caused by self propelled mechanical plant and/or machinery or attached apparatus whilst working as a tool of trade
- c) a motor vehicle or trailer temporarily in *your* custody for the sole purpose of parking and/or
- d) damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle trailer or its load.

13. Personal Injury

Any *personal injury* in respect of:

- a) acts committed or materials first published prior to commencement of this *policy*;
- b) acts committed after the expiry date of this *period of insurance*;
- c) a criminal act committed by or at *your* direction;
- d) liability assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement; and
- e) libel, slander and defamation of character
 - i) committed in the USA or Canada;
 - ii) in respect of any action brought against *you* in a court of law in the USA or Canada;

other than in respect of *advertising injury*.

- f) Advertising injury in respect of
 - i) any breach of a contract other than a breach of an implied contract arising from the unauthorised appropriation of advertising ideas;

- ii) the infringement of copyright, patent, trademark, trade secret or other intellectual property rights other than infringement of copyright, trade dress or slogan used in connection with goods, *products* or services sold offered for sale or advertised by *you*;
- iii) the incorrect description or mistake in the advertised price of goods, *products* or services sold or offered for sale by *you*;
- iv) the failure of goods, *products* or services to conform with advertised quality performance or standards;
- v) any *insured* person whose business is:
 - a) advertising, broadcasting, publishing or telecasting;
 - b) designing or determining content of web-sites for others; or
 - c) an internet search, access, content or service provider.

For the purposes of this Exclusion 13 - Personal Injury, the placing of frames, borders or links, or advertising, for *you* or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

 - vi) any electronic chatroom or bulletin board *you* hosts, owns, or over which *you* exercises control;
 - vii) the unauthorised use of another's name or product in an e-mail address, domain name or meta tag, or any other similar tactics to mislead another's potential customers;
 - viii) any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that prohibits or limits the sending, transmitting or communicating of material or information;
 - ix) any claim brought by any government or regulatory or any other authorised body.

14. Pollution

Other than that arising from the sale of *your products*, liability for:

- a) *pollution* and contamination and/or
- b) the cost of cleaning up, testing for, monitoring, removing, containing, treating, detoxifying or neutralising *pollution* or its effects whether or not performed by *you* or others

but in respect of events other than *pollution* and contamination happening in the United States of America its territories and possessions or Canada this exclusion does not apply where the *pollution* is sudden, unintended and unexpected and arises in its entirety at a specific time and place from one *occurrence* which would otherwise have given rise to liability under this Section.

15. Treatment

Liability for any claim arising out of or in connection with any health cosmetic or other treatment given or omitted to be given by *you* or any third party.

16. Work Away

Liability for any claim arising out of or in connection with manual work away from the *premises* other than delivery, collection or cartage.

Section 5 – Money and Personal Accident (Assault)

Please read the Schedule to see if *you* are covered by this Section.

This Section details what Money and Personal Accident we will cover *you* for, any additional cover and what is not covered.

The maximum we will pay under this Section 5 (Money and Personal Accident (Assault)), including the Extensions, will not exceed:

- a) the *sum insured* on any *property insured*, or
- b) any other maximum amount payable or *limits of cover* specified in the Schedule.

Money and Personal Accident (Assault) Additional Definitions

For the purpose of this Section:

Benefit means each of the benefits set out in the Schedule.

Bodily Harm means injury by outward violent and visible means.

Business Hours means any time an *insured person* with responsibility for *money* is in the business portion of *your* premises for the purposes of the *business*.

Credit Card means bank, charge, credit, debit, cash or pre-paid fuel card.

Insured Person means any director, partner, or *employee* of *you* and *you* where *you* are a sole proprietor of the business when acting in that capacity

Loss of Eye means permanent and total loss of sight:

- a) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 metres what a person with normal vision should see at 60 metres)
- b) in both eyes if the *insured person's* name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

Loss of Limb means:

In the case of a leg or lower limb

- a) loss by permanent physical severance at or above the ankle or
- b) permanent and total loss of use of a complete foot or leg.

In the case of an arm or upper limb

- a) loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or
- b) permanent and total loss of use of a complete arm or hand.

Permanent Total Disablement means *total disablement* which in all probability will continue for the remainder of an *insured person's* natural life.

Territory means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Total Disablement means disablement which totally prevents an *insured person* from carrying out all parts of his usual occupation for *you*.

We will cover *you* for:

1. Money

Damage arising during the *period of insurance* to:

- a) *money*
- b) safes or strong rooms which usually contain *money*

caused by theft or attempted theft provided that *you* shall always keep a complete account of *money* in transit and on the *premises*.

2. Personal Accident (Assault)

Bodily harm suffered by any *insured person* during the *period of insurance*, if such *bodily harm* has been sustained solely and directly as a result of robbery or hold-up or any attempted robbery or hold-up during the *period of insurance* while such *insured person* is engaged in the *business*, by paying to you the relevant *benefit*.

i) benefits for any one occurrence	
a. death	£20,000
b. <i>loss of eye or loss of limb</i> (or loss of one or more limbs or eyes)	£20,000
c. <i>permanent total disablement</i> , other than by loss of limb(s) or eye(s)	£20,000
d. temporary <i>total disablement</i> for a maximum of 104 weeks not necessarily consecutive	£250 per week
ii) personal effects for any one occurrence	£500
a. damage to the clothing and personal effects of an insured person following assault in connection with <i>the business</i>	£500

Money and Personal Accident (Assault) Additional Conditions and Provisions

In addition to the General Conditions & Provisions the following Money and Personal Accident (Assault) Additional Conditions and Provisions shall apply to this Section:

1. Benefits

- Only one *benefit* (of *benefits* i) a) to c)) shall be payable in respect of any one *insured person* in connection with the same incident
- On the happening of any incident giving rise to a valid claim for *benefits* i) a) to d) as stated in the Schedule this Section shall thereafter cease to apply in respect of that *insured person*
- There shall have been *permanent total disablement* for 104 weeks before *benefit* c) as stated in the Schedule becomes payable
- The rate of weekly temporary *total disablement benefit* shall not exceed the rate of the *insured person's* pre-accident weekly earnings
- No sum payable under this Section shall carry interest
- No *benefit* shall be payable due solely to inability to take part in sports or pastimes.

2. Certificates and Other Information

All certificates, information and evidence required by *us* shall be furnished free of expense to and in the form prescribed by *us*. The *insured person* shall as often as required submit to medical examination on behalf of and at the expense of *us* in connection with any claim.

3. Discharge

Your or *your* personal representatives' receipt shall discharge *us*. An *insured person* or an *insured person's* personal representatives shall have no right to claim from or sue *us*. If *you* comprise more than one party having interest in the *insured person* the *benefit* shall represent the total amount payable in respect of that *insured person* for all interests covered by this Section.

4. Credit Cards

- Any loss of *credit card* must be reported to the police within 24 hours of discovering the loss; and
- any loss of *credit card* must be reported to the issuing company immediately upon discovering the loss.

5. Keys

In respect of loss of *money* from a locked safe or locked strong room all keys (except those deposited with a bank) for safes and strong rooms and notes of combination locks letters and numbers must be held in the personal custody of an authorised key-holder or removed from the *premises*.

6. Money in Transit

Money in transit outside the *premises* is to be accompanied by the following number of able bodied adults during transit and until disbursement, except when in a bank night safe:

- | | |
|-------------------------------|---|
| a) up to £2,500 | 1 able bodied adult |
| b) between £2,501 and £6,000 | 2 able bodied adults |
| c) between £6,001 and £12,500 | 3 able bodied adults |
| d) over £12,500 | by a security company approved by <i>us</i> . |

Money and Personal Accident (Assault) Exclusions

In addition to the General Exclusions we do not cover under this Section:

1. Bodily Harm

- a) *Bodily harm* consequent upon or contributed to by the *insured person* having any physical or mental defect or infirmity which was known to *you* or the *insured person* at the inception of this *policy* or prior to the latest renewal thereof and which had not been declared to and accepted in writing by *us*
- b) *bodily harm* sustained by any *insured person* before attaining the age of 16 years or after the expiry of the *period of insurance* during which such person attains the age of 75 years
- c) any *bodily harm* sustained outside of the *territory*.

2. Communicable Disease

We will not pay for any loss, liability, claim, cost, *damage*, expense or other sum, directly or indirectly arising out of, attributable to or occurring concurrently or in any sequence with:

- a) a *communicable disease*; or
- b) the fear or threat (whether actual or perceived) of a *communicable disease*.

For the avoidance of doubt no extension of cover, additional coverage or exception to any exclusion or other coverage grant shall afford any coverage that would otherwise be excluded through this exclusion. For further avoidance of doubt, loss, liability, claim, cost, *damage*, expense or other sum, includes (but is not limited to) any costs to clean-up, de-toxify, remove, monitor or test: (1) for a *communicable disease*; or (2) any tangible or intangible property insured by this *policy* which has been affected by such *communicable disease*.

3. Indirect Loss

We will not pay for any losses that do not directly arise from an *insured event*.

4. More Specific Insurance

We will not pay for losses more specifically insured under any other section of this *policy* or any other policy.

5. Money

- a) *money* taken from a vehicle left unattended
- b) loss to *you* due to the use of counterfeit *money*
- c) shortage due to error or omission or resulting from a safe or strong room being opened by a key left on the *premises* whilst closed for business
- d) *money* from any amusement gaming machine or vending machine that has not been declared to *us* prior to inception
- e) any *damage* which occurs outside of the *territory*
- f) infidelity or dishonesty of *you* or any *insured person* or any of *your* agents or other persons to whom *property insured* hereunder may be entrusted (except loss of *money* discovered within 7 days) nor *damage* resulting from *you* voluntarily parting with title or possession of any property if induced to do so

by any fraudulent scheme, trick, device or false pretence, nor any unexplained loss, mysterious disappearance or loss or shortage disclosed on taking inventory.

6. Terrorism

Loss, destruction, *damage* or any claim caused by, resulting from, contributed to or aggravated by any of the following perils set out in a) to d) below, whether such loss, destruction, *damage* or cause of a claim is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the *policy*:

- a) insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction
- b) any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for the purposes of *terrorism*
- c) hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, trucks, trains or automobiles, including any attempted seizure of control, made by any person or persons
- d) riot or civil commotion in Northern Ireland.

Such loss, destruction or *damage* is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the loss, destruction or *damage*.

6. Data Related Liability

We shall not provide any cover under this Section 1 (Material Damage) arising out of, based upon or attributable to or in any way involving, directly or indirectly:

- a) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any *computer system* or *electronic data*; and
- b) any notification costs, credit monitoring expenses, forensic expenses, public relations expense, or any other loss, cost or expense incurred arising out of (a) above.

Section 6 – Goods in Transit

Please read the Schedule to see if *you* are covered by this Section.

This Section details what Goods in Transit we will cover *you* for, any additional cover and what is not covered.

The maximum we will pay under this Section 6 (Goods in Transit) will not exceed:

- (a) the *sum insured* on any *property insured*, or
- (b) any other maximum amount payable or *limits of cover* specified in the Schedule.

Goods in Transit Additional Definitions

For the purpose of this Section:

Property Insured means property of:

- a) *you*
- b) third parties over which *you* are exercising a lien, or
- c) third parties in which *you* have some beneficial interest.

Territory means Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland.

Transit means being carried from the time the *property insured* is loaded to the time it is unloaded at its destination including:

- a) loading and unloading
- b) carriage on recognised “roll-on, roll off” vehicle ferries, provided no unloading or reloading of the vehicle is involved
- c) whilst temporarily housed on or off the vehicle (excluding storage at a rental or arrangement for storage and distribution) in the course of the said carriage but excluding any installation, erection or testing.

We will cover *you* for:

1. Damage

Damage arising during the *period of insurance* within the *territory* to:

- a) *property insured* whilst in or on any road vehicle operated by *you*
- b) tarpaulins, sheets and ropes whilst being carried on any road vehicle operated by *you*.

2. Costs

Costs reasonably and necessarily incurred during the *period of insurance* to minimise *damage to property insured* occurring whilst in *transit* within the *territory*.

3. Expenses

Expenses reasonably and necessarily incurred during the *period of insurance* within the *territory* in:

- a) the transfer of *property insured* to another vehicle and carrying to the original destination within the *territory* or return to the place of despatch due to fire, collision or overturning of any road vehicle operated by *you*
- b) the reloading of any *property insured* onto any road vehicle operated by *you* which has fallen from such vehicle.

Goods in Transit Additional Conditions and Provisions

In addition to the General Conditions & Provisions the following Goods in Transit Additional Conditions and Provisions shall apply to this Section:

1. Cancellation

Cancellation of this Section shall not prejudice any cover under this Section for *property insured* which is in transit on the effective date of cancellation.

2. Carriers/Bailees

This Section shall not directly or indirectly benefit any carrier or bailee without *our* consent. *You* may accept, without prejudice to this Section, the ordinary value of bills of lading of carriers as provided in their tariffs; otherwise *you* agree not to enter into any special agreement with carriers or bailees releasing them from their common law or statutory liability. *We* shall not be liable for any *damage* which, without *our* prior consent, has been settled or compromised by *you*.

3. Damaged Merchandise

If *we* are liable under this Section for *damage* affecting labels, capsules or wrappers, *we* shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers and the cost of reconditioning the goods. In no event shall *we* be liable for more than the insured value of the damaged merchandise.

4. Machine Parts

When the *property insured* under this Section includes a machine consisting when complete for sale or use of several parts then in case of *damage* covered by this Section to any part of such machine *we* shall be liable only for the proportion of the *damage* which the insured value of that part bears to the insured value of the complete machine or at *our* option for the cost and expenses, including labour and forwarding charges, of replacing or repairing the damaged part. In no event shall *we* be liable for more than the insured value of the complete machine.

5. Theft from a Vehicle

We will not make any payment under this Section for theft:

- a) from a vehicle where the vehicle has been removed by the thief unless the vehicle has been fitted with an immobiliser and/or an alarm in efficient working order and duly operated whenever the vehicle is not attended
- b) from any vehicle unattended unless:
 - i) all doors windows and other openings are left closed and securely locked and properly fastened
 - ii) entry or access to the vehicle has been effected by forcible and violent means
 - iii) from 9pm to 6am the vehicle is either garaged in a building which is securely closed and locked or it is parked in a compound secured by locked gates, or in a guarded security park.

6. Valuation

The valuation of the *property insured* covered by this Section shall be the actual invoice cost, including prepaid freight, together with such costs and charges since shipment which have accrued and become legally due thereon. If there is no invoice, the valuation of the *property insured* shall be the market value of the *property insured*.

Goods in Transit Exclusions

In addition to the General Exclusions *we* do not cover under this Section:

1. Communicable Disease

We will not pay for any loss, liability, claim, cost, *damage*, expense or other sum, directly or indirectly arising out of, attributable to or occurring concurrently or in any sequence with:

- a) a *communicable disease*; or
- b) the fear or threat (whether actual or perceived) of a *communicable disease*.

For the avoidance of doubt no extension of cover, additional coverage or exception to any exclusion or other coverage grant shall afford any coverage that would otherwise be excluded through this exclusion. For further avoidance of doubt, loss, liability, claim, cost, *damage*, expense or other sum, includes (but is not limited to) any costs to clean-up, de-toxify, remove, monitor or test: (1) for a *communicable disease*; or (2) any tangible or intangible property insured by this *policy* which has been affected by such *communicable disease*.

2. Damage

Damage:

- a) caused by *your* negligent packing and/or handling
- b) caused by bending, denting, chipping, marring or scratching unless caused by fire, lightning, windstorm, flood, explosion, collision, derailment or overturning or stranding, burning or sinking of ferry
- c) of or to export shipments which have been laden on board export conveyances or have come under the protection of marine insurance, whichever first occurs
- d) of or to property carried by or despatched by *you* for hire or reward
- e) due to insufficient labelling or incorrect addressing or failure to make proper and complete declarations required by carriers
- f) to *property insured* in or on open vehicles owned or operated by *you* caused by atmospheric or climatic conditions unless the *property insured* is protected by vehicle sheets
- g) to *property insured* in any vehicle which is being used outside the normal course of the *business*
- h) caused by vermin, wear, tear, gradual deterioration or contamination.

3. General

- a) Unexplained shortages
- b) theft of portable telephones, computer hardware equipment, or telecommunications equipment whilst not under observation by at least one person, with a reasonable prospect of preventing any unauthorised interference
- c) theft or attempted theft from a soft topped, open or curtain sided vehicle unless the vehicle is stolen at the same time.

4. Indirect Loss

We will not pay for any losses that do not directly arise from an *insured event*.

5. More Specific Insurance

We will not pay for losses more specifically insured under any other section of this *policy* or any other policy.

6. Terrorism

Loss, destruction, *damage* or any claim caused by, resulting from, contributed to or aggravated by any of the following perils set out in a) to d) below, whether such loss, destruction, *damage* or cause of a claim is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the *policy*:

- a) insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction
- b) any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for the purposes of *terrorism*
- c) hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, trucks, trains or automobiles, including any attempted seizure of control, made by any person or persons
- d) riot or civil commotion in Northern Ireland.

Such loss, destruction or *damage* is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the loss, destruction or *damage*.

7. Data Related Liability

We shall not provide any cover under this Section 1 (Material Damage) arising out of, based upon or attributable to or in any way involving, directly or indirectly:

- a) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any *computer system* or *electronic data*; and
- b) any notification costs, credit monitoring expenses, forensic expenses, public relations expense, or any other loss, cost or expense incurred arising out of (a) above.

Privacy Notice

HOW WE USE PERSONAL INFORMATION

American International Group UK Limited is committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision, terms and pricing of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

To opt-out of any marketing communications that we may send you, contact us by e-mail at: AIGDirect.Queries@aig.com or by writing to: Customer Support Team, The AIG Building, 2-8 Altyre Road, Croydon, Surrey, CR9 2LG If you opt-out we may still send you other important service and administration communications relating to the services.

Sharing of Personal Information - For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.co.uk/privacy-policy> or you may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB. or by email at: dataprotectionofficer.uk@aig.com.

The ELTO Database

Where your insurance policy provides employers' liability coverage certain information relating to your policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates and employer's reference numbers provided by Her Majesty's Revenue and Customs, will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual claimants (the "Claimants") who have suffered an employment related injury or disease arising out of and in the course of their employment in the UK for employers carrying on, or who carried on, business in the UK: (a) to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and (b) to identify the relevant employers' liability insurance policies. The Database will be managed by the ELTO. The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes

Disputes & Complaints

We believe you deserve courteous, fair and prompt service. If there is any occasion when our service does not meet your expectations please contact us using the appropriate contact details below, providing the Policy/Claim Number and the name of the Policyholder/Insured Person to help us deal with your comments quickly.

In the first instance please contact *your* agent

Write to: Simply Business Customer Services, 900 Pavilion Drive, Northampton NN4 7RG
 Call: +44 (0)333 014 6683
 Email: support@simplybusiness.co.uk
 Online: <http://www.simplybusiness.co.uk/complaints>

Lines are open Monday to Friday 9am – 6pm and Saturday 9am – 2pm. Calls may be recorded for quality, training and monitoring purposes.

Alternatively *you* may approach *us*

For Claims related complaints, write to: 'Commercial Combined Claims Manager'

All other complaints:

Customer Relations Team,
 American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG

Telephone: 0800 012 1301
 Email: uk.customer.relations@aig.com
 Online: <http://www.aig.co.uk/your-feedback>

Lines are open Monday to Friday 9.15am – 5pm, excluding bank holidays. The Customer Relations Team free call number may not be available from outside the UK – so please call us from abroad on +44 20 8649 6666. Calls may be recorded for quality, training and monitoring purposes.

We operate a comprehensive complaint process and will do our best to resolve any issue you may have as quickly as possible. On occasions however, we may require up to 8 weeks to provide you with a resolution. We will send you information outlining this process whilst keeping you informed of our progress.

If we are unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. We will provide full details of how to do this when we provide our final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if you have not provided us with the opportunity to resolve it.

The Financial Ombudsman Service can be contacted at:

Write to: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
 Call: 0800 023 4567 or 0300 123 9 123
 Email: complaint.info@financial-ombudsman.org.uk
 Online: www.financial-ombudsman.org.uk

Following this complaint procedure does not affect your rights to take legal action.

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. If we are unable to meet our financial obligations you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk or call (freephone) on 0800 678 1100 or 020 7741 4100.



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www.aig.co.uk