



Miscellaneous policy wording



Introduction to your policy

Our agreement with you

In return for you paying the premium and complying with the terms of the policy we agree to cover you in accordance with the terms of the policy.

About your policy

The following conditions apply to all claims and losses under the policy.

Policy documents

Your policy is made up of the General Terms and Conditions, the sections of the policy you have purchased, the schedule and any endorsements. Those documents together form the contract between you and us. You should keep all documents in a safe place.

The schedule

The schedule shows details of the sections of the policy you have purchased, together with details of policy limits and excesses. Some special limits and excesses are detailed in the policy wording.

Endorsements

Endorsements are any changes to the standard terms of the policy. Any applicable endorsements are shown on the schedule.

If you need help accessing this document, please contact us at:

[accessibility@
simplybusiness.co.uk](mailto:accessibility@simplybusiness.co.uk)

Just tell us your policy number, the documents you need, and your accessibility requirements and we'll do our best to help you.

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01

General terms and conditions

The following terms and conditions apply to all claims under the **Policy**, in addition to the specific terms and conditions in each section of the **Policy**.

General terms and conditions

The following terms and conditions apply to all claims under the **Policy**, in addition to the specific terms and conditions in each section of the **Policy**.

General definitions

The following definitions apply to the whole of the **Policy**, unless a different definition of the same word is used for a specific section of the **Policy**. **You** will find further specific definitions in the section of the **Policy** where those words or phrases appear.

Asbestos

1. Crocidolite, amosite, chrysolite, fibrous actinolite, fibrous anthophyllite, fibrous tremolite or any mixture containing any of these materials;
2. fibres or particles of any material in 1. above; or
3. any material containing anything in 1. or 2. above.

Bodily Injury

Death, bodily injury, illness, disease or mental injury.

Business

The activities of the business shown in the **Schedule**.

Damage/Damaged

Physical loss, damage or destruction.

Data

Information represented or stored electronically, including any code or series of instructions, operating systems, software, programmes or firmware. A different definition of **Data** applies to the Professional Indemnity section of the **Policy**.

Employee

Anyone who is, or was at the time of any act, incident or event, under a contract of service or apprenticeship with **You**, whilst working under **Your** direct control and supervision in the course of the **Business**.

Endorsement

Any agreed alteration to the terms of the **Policy**, shown on the **Schedule**.

Excess

The amount shown on the **Schedule** as the 'Excess'. This is the amount **You** must bear for the corresponding claim.

Period of Insurance

The time period shown on the **Schedule** as the 'Period of Insurance'.

Policy

This policy of insurance, including the **Schedule** and any **Endorsements**.

Pollution

Pollution or contamination of buildings, other structures, land, water or the air by any electronic, solid, liquid, gaseous or thermal irritant or contaminant. This includes any electromagnetic fields, noise, radio waves, smoke, vapour, water-borne disease, soot, fumes, acids, alkalis, chemicals and waste.

Premises

The address or addresses shown on the **Schedule** as the 'Risk Address'.

Property

Physical property.

Schedule

The schedule accompanying this policy document, which specifies the details of the cover, **Excesses** and limits of the **Policy**.

Territorial Limits

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man and the European Union or the territories defined as 'Territorial Limits' in any section of the **Policy**, for the purposes of that section only.

Terrorism

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

2. For Northern Ireland, an act including but not limited to the actual or threatened use of force or violence of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes. This includes the intention to influence any government or put the public or any section of the public in fear.
3. For the Channel Islands and the Isle of Man, an act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence any government de jure or de facto.

Virus

Any computer programme which contains instructions to initiate an event on the infected computer causing modification or unavailability of, or damage to, the computer's **Data**, memory or media. This definition does not apply to the **Professional Indemnity** section of the **Policy**.

War

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether or not war is declared); or
2. civil war, mutiny, civil commotion amounting a popular uprising or military rising; or
3. insurrection, rebellion, revolution or military or usurped power.

We/Us/Our

HDI Global Specialty SE and Great Lakes Insurance SE.

You/Your

1. The person or entity shown on the **Schedule** as 'name of insured'; and
2. anyone else within the definition of 'You/Your' in any section of the **Policy**, for the purposes of that section only.

General conditions

The following conditions apply to all claims and losses under the **Policy**.

Presentation of the risk

1. Before **We** enter into the **Policy**, **You** must provide **Us** with a fair presentation of the risk to be insured. The presentation must:

- a. include all material facts which are known, or ought to be known, by **You**, **Your** senior management and anyone arranging the **Policy** on **Your** behalf;
- b. be made following a reasonable search; and
- c. be made in a way that is clear and accessible.

Deliberate failure when presenting the risk

2. If **You** deliberately or recklessly fail to comply with the obligation under 1. above, **We** can avoid the **Policy**. **We** will be entitled to:
 - a. refuse to cover any claim under the **Policy** and treat it as if it never came into existence;
 - b. require **You** to repay all payments already made by **Us** under the **Policy**; and
 - c. keep any premium payments **You** have made.

Non-deliberate failure when presenting the risk

3. If **You** fail to comply with the obligation under 1. above, but the failure was neither deliberate nor reckless, **Our** rights will depend upon what would have happened if **You** had provided a fair presentation. If **We** would have:
 - a. refused to insure **You**, **We** can avoid the **Policy**. **We** will have the rights under 2. a. and b. above, although **We** will return any premium payments **You** have made;
 - b. insured **You**, but the terms of the **Policy** would have been different, the **Policy** will remain in force as if those alternative terms had applied since the start of the **Period of Insurance**. This does not apply to anything that only affects the premium; or
 - c. insured **You**, but charged a higher premium, the amount **We** pay for any claim under the **Policy** will be proportionately reduced by reference to the difference between the premium charged and the premium **We** would have charged if **You** had provided a fair presentation. **We** will apply the following calculation:

$$\frac{\text{Actual premium charged}}{\text{Premium } \mathbf{We} \text{ would have charged}} \times \text{amount of the claim}$$

Please note that both b. and c. above can apply at the same time.

Change of risk

4. If during the **Period of Insurance** there are any material changes or additions to the information contained in the presentation of the risk, **You** must let **Us** know as soon as possible. **We** may:
 - a. confirm the **Policy** remains in force with no changes;
 - b. change the terms of the **Policy**, including the premium and any **Excess**; or
 - c. cancel the **Policy**.

We do not cover any material changes to the **Business** unless **You** have told **Us** about them and **We** have agreed to provide cover.

Precautions

5. **You** must:
 - a. take all reasonable precautions to prevent or minimise the likelihood of any act, incident or event that could lead to a claim under this **Policy**;
 - b. ensure that all **Property** covered under the **Policy** is maintained in a good state of repair;
 - c. exercise reasonable care in the selection of **Employees** and give them adequate resources to maintain a sufficient level of competence to fulfil their duties;
 - d. comply with all relevant legal requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and people;
 - e. take all reasonable precautions to prevent unauthorised use of or access to **Your** records, computer systems and website; and
 - f. take back-up copies of all **Data**, web pages and programmes at least once a week and store them away from the **Premises**.

We do not cover any claim, loss or liability arising while **You** are not in full compliance with these conditions. However, **We** will still cover **You** if **You** can prove that **Your** failure could not have increased the risk of the claim or loss arising.

Premium payment

6. **We** will not make any payment under the **Policy** unless all due premium payments, including any premium instalment payments, have been paid.

Cancellation by You

7. **You** can cancel this **Policy** at any time by giving **Us** 30 days' notice in writing. **We** will return any premium **You** have paid that relates to the period after the effective date of cancellation, provided **You** have not made a claim under the **Policy**.

Cancellation by Us

8. **We** can cancel the **Policy** at any time by giving **You** 30 days' notice in writing by email. Where **You** have failed to pay **Your** premium, or any instalment of the premium, this period is reduced to 7 days. If **You** pay by instalments and **You** fail to pay after the 7 days' notice period, cancellation will take effect from the date the funds ran out. **We** will return any premium **You** have paid that relates to any period after the date the cancellation takes effect, provided **You** have not made a claim under the **Policy**.

Rights of third parties

9. No one who is not a party to the **Policy** has any right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999, which would not exist other than under the Act.

Interests of third parties

10. Where **You** are required under any mortgage, lease, hire or hire purchase agreement, to include the interest of any third party under this **Policy**, **We** will automatically note the interest of such third party provided **You** tell **Us** about their interest as soon as possible.

Governing law and jurisdiction

11. Unless agreed otherwise in writing:
 - a. the **Policy** will be governed by the laws of; and
 - b. all disputes relating to the **Policy** shall be submitted to the exclusive jurisdiction of the courts of,the country within the United Kingdom, the Isle of Man or the Channel Islands where **You** are based.

Excess for claims under more than one section

12. If any single act, incident or event gives rise to cover under more than one section of the **Policy**, **You** will only be liable to pay for one **Excess**, being the highest that applies. **We** can deduct the **Excess** from any claims payment.

Arbitration

13. If there is a dispute between **You** and **Us** as to the amount to be paid if there is a claim (where **We** agree the claim is covered), the dispute will be referred to a single arbitrator, who shall be appointed in accordance with the relevant statutory provisions in place at the time. **You** cannot commence legal proceedings against **Us** unless an arbitrator has been appointed and has made an award in accordance with this condition.

Several liability

14. Insurers' liability under this **Policy** is several and not joint, and limited solely to the extent of their individual subscriptions. Insurers are not responsible for the subscriptions of any co-subscribing insurers or underwriters who do not satisfy all or any part of their individual obligations.

Sanctions

15. **We** will not provide cover, or pay any claim or provide any benefit under this **Policy**:
 - a. to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory; or
 - b. in respect of:
 - i. any physical assets located in;
 - ii. the provision of any cover for any legal entity established in; or
 - iii. the provision of any products or services to individuals or organisations domiciled in,

Belarus, Crimea, Cuba, Democratic Republic of Congo, Iran, North Korea, Russia, Somalia, South Sudan, Sudan, Syria, Ukraine and Zimbabwe.

What We do not cover

The following exclusions apply to all claims and losses under the **Policy**. However, the following exclusions do not apply to the **Employers' Liability** section of the **Policy**, where covered.

We do not cover any claim, loss or liability:

War

1. directly or indirectly due to **War**, including any action taken by a government as a direct consequence of **War**.

Commotion in Northern Ireland

2. directly or indirectly due to civil commotion in Northern Ireland.

Sonic bangs

3. directly or indirectly due to pressure waves caused by aircraft or other airborne devices travelling at sonic or supersonic speeds.

Irradiation and contamination by nuclear material

4. directly or indirectly due to:
 - a. ionising radiation or contamination by radioactivity from any:
 - i. nuclear fuel or from the combustion of nuclear fuel; or
 - ii. nuclear waste; or
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

Asbestos

5. directly or indirectly due to **Asbestos**. However, this does not apply to any claim under the **Professional indemnity** section of the **Policy**, where applicable.

Prior circumstances

6. that has been, or should have been, notified under any other insurance in place before the start of the **Period of Insurance**.

Virus or hacking

7. directly or indirectly due to any **Virus** or hacking. However, this does not apply to:
 - a. any claim under the **Professional indemnity** section of the **Policy**, where applicable; or
 - b. any otherwise covered loss, which is caused directly by:
 - i. fire, lightning or explosion;
 - ii. aircraft, aerial devices or anything dropped from them;
 - iii. riot, civil commotion, strikers, locked-out workers or anyone taking part in a labour disturbance;
 - iv. earthquake;
 - v. storm, flood or escape of water from any tank, apparatus or pipe;

- vi. impact from any motor vehicle or anything falling from them;
- vii. animals; or
- viii. theft, attempted theft or acts of malicious persons involving physical force or violence.

Cyber liability

- 8. directly or indirectly due to any business conducted or transacted, or any action performed via:
 - a. any internet or extranet;
 - b. **Your** own website, internet site or web address; or
 - c. the transmission of e-mail, or documents by electronic means.

However, this does not apply to any claim under the **Professional indemnity** section of the **Policy** or to any claim for liability due to **Your** products where applicable.

Electronic risks

- 9. arising from:
 - a. damage to, unavailability of, or loss of **Data**. This includes:
 - i. damage to, or loss or corruption of, **Data**;
 - ii. unauthorised appropriation, use or modification or, or access to, **Data**;
 - iii. unauthorised transmission of **Data** to any third party;
 - iv. damage or loss arising from the misinterpretation or misuse of **Data**;
or
 - v. damage or loss arising from any operator error in relation to **Data**; or
 - b. directly or indirectly due to:
 - i. the transmission of a **Virus**;
 - ii. unauthorised access to a computer system;
 - iii. interruption of, or interference with, electronic means of communication used in the conduct of **Your Business**, including any diminution in the performance of any website;
 - iv. the complete or partial failure or inability to perform or function of a computer system; or
 - v. anything in a. above.

However, this exclusion does not apply to any claim or circumstance notified under the **Professional Indemnity** section of the **Policy**, where a more specific exclusion applies to cyber risks and where cover may be provided for the loss of electronic documents.

Other insurance

10. that would be covered under any other insurance if this **Policy** did not exist. This does not apply to any amount over the amount that would have been payable under the other insurance if this **Policy** did not exist.

Confiscation

11. directly or indirectly due to the confiscation, nationalisation, requisition or destruction of any **Property** by or under the order of any government or public authority.

Dishonesty

12. directly or indirectly due to any dishonest, deliberate or malicious act by **You** or any **Employee**.

Claims conditions – what You must do

If You need to make a claim under the **Policy**, the following **Claims Conditions** apply.

Notification

1. **You** must give **Us** notice as soon as possible:
 - a. and in any event within 14 days of, any claim against **You** or anything that is likely to lead to a claim against **You**; or
 - b. of any other act, incident or event that could lead to a claim under the **Policy**.If **You** do not, **We** will not cover the claim.

Contact details

2. When providing **Your** notification, please use the following contact details:

Address: Simply Business Claims Team
PO Box 76
Cardiff
CF11 1JX

Email: simplybusiness@uk.sedgwick.com

Telephone: 0333 207 0560

Informing the Police

3. **You** must notify the Police immediately in the event of any claim under the **Policy** arising from:
 - a. vandalism;
 - b. theft or attempted theft; or
 - c. loss of money.

If **You** do not, **We** will not cover any claim connected to the incident.

Information

4. **You** must let **Us** have, at **Your** expense, any information and assistance **We** reasonably require in relation to any claim under the **Policy**.

No admissions

5. In respect of any claim against **You**, **We** will not make any payment if **You** make any admission of liability, payment, offer of settlement or incur any costs or expenses without **Our** prior written agreement.

Recoveries

6. **You** must give **Us** all information and assistance **We** require to pursue a recovery against any third party of any payment **We** have made under the **Policy**. **We** will not exercise any right of recovery against **Your** partners, directors, executive officers or **Employees**, unless the claim or loss arose as a result of, or was contributed to by, that person's dishonest, malicious, fraudulent or criminal act or omission.

Defence of claims

7. For any claim against **You** that is covered under the **Policy**, **We** have the right to:
 - a. conduct the defence of the claim;
 - b. instruct legal advisors or other suitable experts; and
 - c. agree a settlement of the claim.

Maximum payment

8. The most **We** will pay for any claim under the **Policy** is the corresponding limit of indemnity or sum insured shown on the **Schedule**. **We** can pay **You** such maximum amount (or the balance after any previous payments have been taken into account) at any time. **We** will have no further involvement in that claim or loss.

Value Added Tax

9. Where **You** are accountable to tax authorities for any Value Added Tax, any payment **We** make under this **Policy** will not include such tax.

Non-compliance with conditions

10. Unless a more specific remedy is set out, if **You** fail to comply with any condition within this **Policy**, **We** will reduce the amount **We** pay to reflect the extent to which the loss or damage has increased as a result of **Your** failure to comply with the condition.

Legal representative appointed by us

11. Neither **You** or **Us** will be required to contest any legal proceedings unless a legal representative appointed by **Us** advises that, taking such action has a reasonable prospect of success taking into consideration the economics of the matter, the damages and costs which are likely to be recovered by the claimant, the likely costs and the prospects of **You** successfully defending the claim.

Fraudulent claims

12. If anyone makes a fraudulent or exaggerated claim, **We** will:
 - a. not cover that claim or loss;
 - b. serve notice to terminate the **Policy** with effect from the date of the fraudulent or dishonest act;
 - c. require you to repay any payments already made in relation to:
 - i. the false claim; or
 - ii. any claim made after the date of the false claim; and
 - d. keep all premium payments.

Who is your insurer?

Your Policy is underwritten by:

1. HDI Global Specialty SE: a German insurance company with its headquarters at Podbielskistraße 396, 30659, Hannover, Germany and its UK branch office address:

Address: 20 Gracechurch Street
London
EC3V 0BG

HDI Global Specialty SE is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. (FRN: 659331).

2. Great Lakes Insurance SE:

Address: 10 Fenchurch Avenue
London
EC3M 5BN

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich.

Great Lakes Insurance SE UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

and is arranged under a binding authority by:

1. Xbridge Ltd t/a Simply Business (Simply Business):

Address: 6th Floor
99 Gresham Street
London
EC2V 7NG

Simply Business is authorised and regulated by the Financial Conduct Authority. Simply Business' register number is 313348.

You can check the FCA website at <http://www.fca.org.uk> which includes a register of all the firms the FCA regulate or **You** can phone them on 0800 111 6768 or 0300 500 8082.

Complaints and enquiries

We are dedicated to providing the highest level of customer satisfaction in all areas of **Our** business. However, if for any reason **You** have a query or feel that the service **You** receive has fallen below those standards, **You** should report this to **Us** at soon as possible. All complaints will be handled promptly and a policy of open communication will be adopted. Any enquiry or complaint should be addressed in the first instance to:

Address: Simply Business
 Sol House
 29 St Katherine's Street
 Northampton
 NN1 2QZ

Email: customerservices@simplybusiness.co.uk

Telephone: 0333 014 6683

If **We** are unable to respond to **Your** complaint within 8 weeks or if **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that considers complaints about insurance products. **You** can contact the Financial Ombudsman Service using the details shown below:

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

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

Telephone: 0330 123 9 123

We will be bound by any decision of the Financial Ombudsman Service, but **You** are not. Following the complaints procedure does not affect **Your** right to take legal action.

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **We** cannot meet **Our** obligations under the **Policy**, depending on the type of business and the circumstances of the claim.

For compulsory classes of insurance and professional indemnity, the advising and arranging of insurance is covered for 100% of the claim. For other classes of insurance the advising and arranging of insurance is covered for 90% of the claim. There is no upper limit in either case.

You can contact the Financial Services Compensation Scheme using the details below:

Address: Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street
London
EC3A 7QU

Email: enquiries@fscs.org.uk

Telephone: 0800 678 1100 or 020 7741 4100

Website: www.fscs.org.uk

02

Property damage – buildings

This section of the **Policy** provides cover
for **Damage to Your Buildings**

Property damage - buildings

This section of the **Policy** provides cover for **Damage to Your Buildings**.

Section definitions

The following definitions apply to this section of the **Policy**, in addition to the **General Definitions**.

Buildings

The buildings at the **Premises**, which **You** own or which **You** are responsible for, including:

1. landlord's fixtures and fittings;
2. outbuildings, extensions, annexes, canopies, fixed signs, gangways, lamp posts and street furniture;
3. walls, gates and fences;
4. drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains; and
5. yards, car parks, roads, pavements and forecourts constructed of solid materials.

Sum insured

The amount shown as the 'Sum Insured' on the **Schedule**, which is the most **We** will pay for the corresponding loss.

Underground services

Drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **Insured Address** and extending to the public mains.

Unoccupied

Not occupied for a period of 45 consecutive days or more.

What is covered

Where shown on the **Schedule**, **We** provide the following cover up to the corresponding **Sum Insured**.

Damage to buildings

1. **We** will cover **You** for **Damage** occurring during the **Period of Insurance** to **Buildings**.

Additional covers

We will also provide the additional covers shown below, up to the corresponding **Sum Insured**.

We will cover:

Fire extinguishment

1. the reasonable and necessary costs of refilling, recharging or replacing any:
 - a. fire extinguishing appliances;
 - b. fire suppression systems; or
 - c. sprinkler installation heads or tanks, where water costs are metered,following **Damage** covered under this section of the **Policy**.

Landscaped gardens

2. the reasonable and necessary costs of reinstating or repairing landscaped gardens and grounds at the **Premises**, caused by emergency services whilst attending to an emergency during the **Period of Insurance**.

Finding a leak

3. the reasonable and necessary costs incurred with **Our** prior agreement to:
 - a. locate the source of a leak; and
 - b. repair any **Damage** caused whilst locating the source of the leak,following **Damage** caused by escape of water or oil from any tank, apparatus or fixed heating installation which is covered under this section of the **Policy**.

Loss of metered water

4. the cost of any additional water charges incurred by **You** as a result of accidental loss of metered water from **Your** pipes or equipment during the **Period of Insurance**.

Changing locks

5. the reasonable and necessary costs of replacing the locks for the **Premises** or any safe or strongroom at the **Premises**, following theft of such keys during the **Period of Insurance** from:
 - a. **Premises**; or
 - b. the residence of **You** or any **Employee** authorised by **You** to hold the keys.

Removal of debris

6. the reasonable and necessary costs incurred with **Our** prior agreement to:
 - a. remove debris of or from;
 - b. dismantle or demolish; and
 - c. shore up or prop,any **Buildings** following **Damage** covered under this section of the **Policy**.

Professional fees

7. the reasonable and necessary fees of any:
 - a. architects, surveyors and consulting engineers; and
 - b. lawyers and other professionals,incurred with **Our** prior agreement in the repair or reinstatement of any **Buildings** following **Damage** covered under this section of the **Policy**.

Sale of the Buildings

8. If **You** agree to sell the **Buildings** during the **Period of Insurance**, **We** will extend the cover for **Damage** to **Buildings** to the purchaser if **Damage** occurs between exchange of contracts and completion. **We** will only provide this cover if no other insurance is in place in respect of such **Damage**.

Capital additions

9. If during the **Period of Insurance** **You**:
 - a. build or acquire any **Buildings**; or
 - b. make any alterations, improvements or additions to any existing **Buildings**,**We** will extend the cover under this section of the **Policy** to include such **Buildings**, alterations, improvements or additions. **We** will only do this if **You** tell **Us** about the **Buildings**, alterations, improvements or additions as soon as possible (and after no more than 30 days) and pay any additional premium **We** require.

Rent payable

10. Following covered **Damage** to **Buildings**, **We** will cover any rent **You** owe in respect of the **Buildings** or parts of the **Buildings** which are unfit for occupation as a result of the **Damage**.

Loss of rent

11. Following covered **Damage** to **Buildings**, **We** will cover:
 - a. the amount of rent **You** are no longer able to recover as a direct result of such **Damage**; and
 - b. the additional costs incurred by **You** for the sole purpose of avoiding or reducing the shortfall in rent that would be covered under a. above, less any savings **You** are able to make in respect of costs payable out of rent **You** receive.

Subsidence

12. **You** for **Damage** occurring during the **Period of Insurance** to **Buildings** caused by subsidence, landslip, settlement or ground heave.

Accidental damage to underground services

13. **Damage** caused during the **Period of Insurance** by accident to **Underground Services**.

What We do not cover

The following exclusions apply to this section of the **Policy**, in addition to the **General Exclusions**.

We do not cover:

1. **Damage** caused by:

Inherent defect

- a. any item's own natural characteristic or hidden defect;

Gradual causes

- b. gradual deterioration, wear and tear, corrosion, rust, wet or dry rot, mould, fungus, mildew, mycotoxins, spores, shrinkage, evaporation, loss of weight, change in colour, flavour, texture or finish;

Frost

- c. frost;

Atmospheric

- d. dampness, dryness, change in temperature;

Water table

- e. a change in the water table;

Faulty design

- f. faulty or defective design or materials;

Workmanship

- g. faulty or defective workmanship;

Cleaning

- h. the process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparing or fitting;

Operational error

- i. operational error or omission by **You** or **Your Employee**;

Boiler breakdown

- j. the bursting by steam pressure of any boiler, economiser, vessel, machine or apparatus:
 - i. in which internal pressure is due to steam only; and
 - ii. which belongs to **You** or which is under **Your** control.

However, **We** will still cover boilers used for domestic purposes only;

Leaking joints

- k. leaking of joints, failure of welds, cracking, fracturing, collapse or overheating of any boiler, economiser, superheater, pressure vessel or any connected steam or feed piping, unless where resulting from an external cause;

Surface damage

- l. marring or scratching;

Vermin

- m. vermin or insects; or

Breakdown

- n. any item's own mechanical or electrical breakdown or failure.

Theft exclusions

- 2. **Damage** caused by theft or attempted theft:
 - a. not involving;
 - i. breaking into or out of the **Buildings** or **Premises** using force and violence; or
 - ii. robbery or attempted robbery in the **Premises**;
 - b. to that part of the **Buildings** or **Premises** not occupied by **You**;
 - c. committed by anyone lawfully in the **Premises**; or
 - d. of the fabric of the **Building**.

Illegal activity

- 3. **Damage** caused by the use of the **Premises** by **You** or any occupant for any illegal activity.

Pollution

4. **Pollution.** However, **We** will still cover **Damage**:
 - a. caused by **Pollution** which is itself caused by **Damage** covered under this section of the **Policy**; or
 - b. caused by a sudden, identifiable and unintended incident of **Pollution** occurring during the **Period of Insurance**.

Subsidence

5. **Damage** caused by subsidence, landslip, settlement or ground heave. However, **We** will still cover **Damage** caused by subsidence, landslip, settlement or ground heave, which itself is caused by, or consists of:
 - a. collapse, cracking, shrinking or settlement of any **Building**;
 - b. coastal or river erosion;
 - c. fire, explosion or earthquake;
 - d. escape of water from any tank, apparatus or pipe;
 - e. defective design or inadequate construction of foundations;
 - f. demolition, structural alteration, repair, or other deliberate changes that have been made to the **Building**;
 - g. settlement or movement of made-up ground;
 - h. movement of solid floor slabs;
 - i. any cause which commenced before the start of the **Period of Insurance**;
 - j. **Damage** to:
 - i. yards, car parks, roads, pavements, forecourts driveways, footpaths, swimming pools, terraces or patios; or
 - ii. walls, gates and fences,unless **Damage** is also caused to the main **Building** to which such property relates; or
 - k. subterranean fire.

Building collapse

6. **Damage** to any **Building** caused by its own collapse or cracking with no external cause.

Terrorism

7. **Damage** caused by **Terrorism**.

Heat and processes

8. **Damage** caused:
 - a. by fire to any item as a result of it undergoing any heating process or the application of heat; or
 - b. to any item as a result of it undergoing any process of production, packaging, treatment, testing, commissioning, servicing or repair. However, **We** will still cover **Damage** caused by fire or explosion.

9. **Damage** to:

Piers and jetties

- a. piers, jetties, bridges, channels or excavations; or

Living items

- b. growing stock or trees.

Building works

10. **Damage** to any property or structure in the course of construction or erection, or to materials or supplies in connection with such property or structure. However, **We** will still cover **Damage** caused by:
 - a.
 - i. fire, lightning or explosion;
 - ii. aircraft, aerial devices or anything dropped from them;
 - iii. riot, civil commotion, strikers, locked-out workers or anyone taking part in a labour disturbance;
 - iv. anyone acting maliciously. This does not apply to thieves;
 - v. earthquake;
 - vi. storm, flood or escape of water from any tank, apparatus or pipe;
 - vii. impact from any motor vehicle or anything falling from them; or
 - viii. animals; or
 - b. theft or attempted theft involving:
 - i. breaking into or out of the **Buildings** or **Premises** using force and violence; or
 - ii. actual or threatened violence against **You** or **Your** partner, director or **Employee**.

Land

11. **Damage** to land.

Consequential loss

12. any indirect losses other than where specifically covered. However, **We** will still provide cover under **Optional additional covers**, Loss of rent.

Extinguishment expenses

13. any costs or expenses under **Additional covers**, Fire extinguishment that:
- a. are recoverable from the fire service or the maintenance company of the appliance; or
 - b. relate to any appliance that has not been maintained in accordance with the manufacturer's instructions.

Debris

14. any costs or expenses under **Additional covers**, Removal of debris:
- a. incurred in removing debris from anywhere other than the site of the **Damage** and the area immediately adjacent to it; or
 - b. arising from **Pollution** of any property not covered under this section of the **Policy**.

Construction, Heating and Occupation of Buildings

15. unless otherwise agreed by **Us**, any **Buildings** that are not:
- a. built of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos;
 - b. heated by:
 - i. low pressure hot water or steam;
 - ii. oil fired space heaters fed from a fuel tank in the open;
 - iii. overhead gas or electrical appliances; or
 - iv. in office settings only, gas or electric fires; and
 - c. occupied for the sole purpose of the **Business** or as a private dwelling only.

However, **We** will still cover **Damage** that was not caused in whole or part by any **Building** not satisfying these requirements.

Stoppage of work

16. **Damage** caused by stoppage of work.

Property in the open

17. **Damage** to any item in the open, fences or gates caused by wind, rain, hail, sleet, snow, flood or dust.

Section conditions – what You must do

The following conditions apply to this section of the **Policy**, in addition to the **General Conditions**.

Fire doors

1. **You** must:
 - a. maintain all firebreak doors and shutters in working order and keep them free from obstruction;
 - b. close all firebreak doors and shutters whenever the **Building** is closed for business; and
 - c. have all fire extinguishing appliances serviced and maintained under an annual service contract by suppliers who have been approved by the manufacturer.

Sprinklers and fire alarms

2. Where **You** have told **Us** that the **Buildings** benefit from any automatic sprinkler or fire alarm installation, **You** must take reasonable steps to:
 - a. prevent **Damage** to the installations by frost;
 - b. maintain the installations;
 - c. maintain ready access to the water supply control facilities;
 - d. allow **Us** to inspect the installations at reasonable times; and
 - e. carry out any routine tests **We** required and promptly remedy any defect identified by such test.

You must let **Us** know in writing if **You** propose to make any changes, repairs or alterations to such installations and obtain **Our** agreement before carrying out any work. If **You** have to undertake such works in an emergency and can't ask for **Our** agreement, **You** must let **Us** know about the change, repair or alteration as soon as possible.

Inspection

3. **You** must ensure that any boiler, vessel, machinery or apparatus, or its contents, which requires an examination to comply with any law, is subject to a contract providing all required inspections.

We do not cover any claim, loss or liability arising while **You** are not in full compliance with the conditions above. However, **We** will still cover **You** if **You** can prove that **Your** failure could not have increased the risk of the claim or loss arising.

Removing keys

4. **You** must remove all keys for:
 - a. the **Buildings** and **Premises**; and
 - b. any safe or strongroom at the **Premises**,whenever the **Premises** are closed for business and are unattended.

Unoccupied Buildings

5. **You** must let **Us** know as soon as possible if:
 - a. any **Building** becomes **Unoccupied**; or
 - b. any **Unoccupied Building** becomes occupied.

We may then charge an additional premium or amend the terms of the **Policy**. **We** do not cover **Damage** to any **Unoccupied Building**, other than where caused directly by fire, lightning, earthquake or aerial impact, unless **We** have agreed in writing to provide cover on any other basis.

Contractors

6. Contractors may work in or on the **Buildings** to effect repairs, minor additions and alterations or decorations without affecting the cover under this section of the **Policy**.

Non-invalidation

7. **We** will not decline cover, avoid the **Policy** or reduce any claims payments as a result of any act, omission or alteration that increases the risk of **Damage**, which was:
 - a. unknown to **You** at the time; or
 - b. outside **Your** reasonable control,provided that **You** let **Us** know about such act, omission or alteration as soon as **You** are aware and **You** pay any additional premium **We** require.

Claims settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

Maximum payment

1. The most **We** will pay for any claim is the corresponding **Sum Insured** shown on the **Schedule**.

Specific limits

2. The most **We** will pay for certain items and categories of items for **Buildings** is limited below. These sub-limits are included within the overall **Sum Insured** for **Buildings**:

Damage caused by a sudden, identifiable and unintended incident of **Pollution**: £25,000 in total for all incidents

The most **We** will pay under each of the **Additional covers** listed below is the corresponding amount shown:

Fire extinguishing expenses:	£1,000	per incident
Landscaped gardens:	£2,500	or 10% of Sum Insured , whichever is less, per incident.
Finding a leak:	£5,000	or 10% of Sum Insured , whichever is less, per incident.
Loss of metered water:	£2,500	or 10% of Sum Insured , whichever is less, per incident.
Changing locks:	£500	per incident
Capital additions:	£250,000	or 15% of Sum Insured , whichever is less, in total for all incidents.

Damage to Buildings

3.

- a. In the event of covered **Damage to Buildings**:
 - i. for **Buildings** that have been destroyed, **We** will pay the cost of rebuilding the **Buildings** to a condition as close as reasonably possible their condition as new; or
 - ii. for **Buildings** that have been partially **Damaged**, **We** will pay the cost of repairing the **Buildings**, but **We** will not pay more than **We** would have paid if they had been destroyed.
- b. **You** must ensure that all repair and rebuilding works are commenced promptly and proceed without delay. **We** will not cover any loss or additional costs arising as a result of any failure to do so.

Public authority requirements

4. In the event of covered **Damage to Buildings**, **We** will also pay additional costs incurred solely to comply with any law, regulation or requirement of any public authority. However, **We** do not cover:
 - a. such costs relating to any **Damage** not covered by this section of the **Policy**;
 - b. costs where notice of the requirement was served on **You** before the **Damage** occurred;
 - c. costs where an existing requirement must be completed within a stipulated period;
 - d. costs relating to any part of the **Buildings** that have not suffered **Damage**, other than foundations; or
 - e. any charge or assessment arising from any increase in the **Building's** value as a result of complying with the requirements.

The most **We** will pay for such additional costs is 15% of the **Sum Insured**.

Rebuilding to your requirements

5. If the **Buildings** are destroyed, **You** may rebuild them on another site and in any manner suitable to **Your** needs, provided that **We** will not pay more than **We** would have paid if **You** rebuild them as built and on the original site.

Underinsurance

6. If at the time of **Damage** the **Sum Insured** is less than the cost to rebuild the **Buildings**, **We** will reduce the amount **We** pay in proportion to the difference between the **Sum Insured** and the true cost of rebuilding. **We** will apply the following calculation:

$$\frac{\text{Sum Insured}}{\text{Total cost of rebuilding}} \times \text{amount of the loss}$$

Excess

7. **We** will not cover the amount of the **Excess**.

Reinstatement of Sum Insured

8. After any item covered under this section of the **Policy** has been repaired, replaced or rebuilt, **We** will automatically reinstate the corresponding **Sum Insured**. **We** may require **You** to pay an additional premium and make additions or variations to any protections in place in respect of such items.

Other interests

9. When paying a claim, **We** will take into account the interests of anyone who **You** have declared to **Us** as having a legal interest in the **Damaged Building**.

Waiver of recovery rights

10. If **We** make a payment under this section, **We** will not seek a recovery against any company that is:
- a. **Your** parent or subsidiary; or
 - b. a subsidiary of a parent company of which **You** are a subsidiary, within the meaning of the relevant Companies Act in force at the time of **Damage**.

Connected claims

11. All claims and losses arising from or connected with any one act, incident or event, or from the same source or original cause will be treated as one claim. This means:
- a. **We** will only pay one **Sum Insured**; and
 - b. **You** will only pay one **Excess**, in respect of all such claims and losses.

03

Property damage – contents and stock

This section of the **Policy** provides cover for **Damage to Your Contents and Stock**.

Property damage – contents and stock

This section of the **Policy** provides cover for **Damage** to **Your Contents** and **Stock**.

Section definitions

The following definitions apply to this section of the **Policy**, in addition to the **General Definitions**.

Buildings

The buildings at the **Premises**, which **You** own or which **You** are responsible for, or where **You** are performing **Your Business**, including:

1. landlord's fixtures and fittings;
2. outbuildings, extensions, annexes, canopies, fixed signs, gangways, lamp posts and street furniture;
3. walls, gates and fences;
4. drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains; and
5. yards, car parks, roads, pavements and forecourts constructed of solid materials.

Contents

The contents, business equipment, machinery, plant and equipment at the **Premises**, which **You** own or which **You** are responsible for, including:

1. improvements, alterations and decorations made to the **Premises** by **You** as a tenant;
2. personal effects of **Your Employees**, directors and visitors; and
3. contents held in outbuildings at the **Premises**.

However, 'Contents' does not include:

- a. fixtures and fittings owned by **Your** landlord;
- b. **Stock**; or
- c. any motor vehicle designed or licensed for road use, including its accessories and trailers.

In Transit

In transit in or on any road vehicle operated by **You** or a haulier, or by parcel, post or rail, from the time the item is lifted to the time it is unloaded at its destination. This includes:

1. during loading and unloading;
2. whilst on a recognised roll-on roll-off vehicle ferry; and
3. whilst temporarily housed on or off a vehicle in the course of transit.

Personal Effects

Personal belongings of any principal, partner or **Employee** of **Yours**. However, 'Personal Effects' does not include money, credit cards, radios, televisions or jewellery.

Premises

For this section only, 'Premises' means:

1. the address or addresses shown on the **Schedule** as the 'Premises'; and
2. any third party site where **You** are performing **Your Business**.

Stock

1. Stock and materials in trade;
2. property held by **You** at the **Premises** on trust; and
3. goods belonging to **Your** customers or for which **Your** customers are responsible, while such goods are temporarily in **Your** care, custody or control and for which **You** have accepted responsibility.

Sum Insured

The amount shown as the 'Sum Insured' on the **Schedule**, which is the most **We** will pay for the corresponding loss.

Territorial Limits

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

Unoccupied

Not occupied for a period of 45 consecutive days or more.

Unattended Vehicle

Any vehicle that has been left with no one in charge who is able to observe any attempt to interfere with it and with a prospect of preventing any unauthorised interference.

What is covered

We provide the following cover up to the corresponding **Sum Insured**.

Damage to Contents and Stock

1. We will cover **You** for **Damage** occurring during the **Period of Insurance** to:
 - a. **Contents** and **Stock** whilst at the **Premises**; or
 - b. **Contents, Stock** and **Personal Effects** whilst:
 - i. **In Transit** within the **Territorial Limits**; or
 - ii. at any third party site where **You** are working in the course of **Your Business**.

Additional covers

We will also provide the additional covers shown below, up to the corresponding **Sum Insured**.

We will cover:

Fire extinguishment

1. the reasonable and necessary costs of refilling, recharging or replacing any:
 - a. fire extinguishing appliances;
 - b. fire suppression systems; or
 - c. sprinkler installation heads or tanks, where water costs are metered, following **Damage** covered under this section of the **Policy**.

Loss of metered water

2. the cost of any additional water charges incurred by **You** as a result of accidental loss of metered water from **Your** pipes or equipment during the **Period of Insurance**.

Changing locks

3. the reasonable and necessary costs of replacing the locks for the **Premises** or any safe or strongroom at the **Premises**, following theft of such keys during the **Period of Insurance** from:
 - a. **Premises**; or
 - b. the residence of **You** or any **Employee** authorised by **You** to hold the keys.

Removal of debris

the reasonable and necessary costs incurred with **Our** prior agreement to remove debris of covered **Property** following **Damage** covered under this section of the **Policy**.

Professional fees

5. the reasonable and necessary fees of any:
 - a. architects, surveyors and consulting engineers; and
 - b. lawyers and other professionals,incurred with **Our** prior agreement in the repair or replacement of any covered **Property** following **Damage** covered under this section of the **Policy**.

Temporary removal of contents from the Premises

6. **You** for **Damage** occurring during the **Period of Insurance** to **Contents** whilst temporarily away from the **Premises** for the purposes of cleaning, renovation, repair or similar purposes.

This additional cover does not apply to documents or computer system records.

Documents and computer records away from the Premises

7. **You** for **Damage** occurring during the **Period of Insurance** to **Your** documents and computer system records whilst temporarily at premises within the **Territorial Limits** that are not occupied by **You**.

Additional damage whilst In Transit

8. following covered **Damage** to **Contents** whilst **In Transit**, **We** will cover:
 - a. **Damage** to tarpaulin, sheets and ropes whilst being carried on a road vehicle operated by **You**;
 - b. the costs of transferring **Contents** to another vehicle and delivering them to the original destination or returning them to the place of dispatch. **We** will only provide this cover following fire, collision or overturning of the vehicle on which the items are being carried;
 - c. the costs of re-loading the **Contents** onto a road vehicle from which they have fallen;
 - d. the costs of removing debris and clearing a site incurred as a result of the **Damage**;
 - e. the costs of breaking up or dismantling any **Contents**; and
 - f. the costs reasonably incurred by **You** to avoid or minimise any **Damage** occurring to **Contents** whilst **In Transit** which would be covered under this section of the **Policy**.

What We do not cover

The following exclusions apply to this section of the **Policy**, in addition to the **General Exclusions**.

We do not cover:

1. **Damage** caused by:

Inherent defect

- a. any item's own natural characteristic or hidden defect;

Gradual causes

- b. gradual deterioration, wear and tear, corrosion, rust, wet or dry rot, mould, fungus, mildew, mycotoxins, spores, shrinkage, evaporation, loss of weight, change in colour, flavour, texture or finish;

Frost

- c. frost;

Atmospheric

- d. dampness, dryness, change in temperature;

Water table

- e. a change in the water table;

Faulty design

- f. faulty or defective design or materials;

Workmanship

- g. faulty or defective workmanship;

Cleaning

- h. the process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparing or fitting;

Subsidence

- i. subsidence, landslip, settlement or ground heave;

Operational error

- j. operational error or omission by **You** or **Your Employee**;

Boiler breakdown

- k. the bursting by steam pressure of any boiler, economiser, vessel, machine or apparatus:
 - i. in which internal pressure is due to steam only; and
 - ii. which belongs to **You** or which is under **Your** control.

However, **We** will still cover boilers used for domestic purposes only;

Leaking joints

- l. leaking of joints, failure of welds, cracking, fracturing, collapse or overheating of any boiler, economiser, superheater, pressure vessel or any connected steam or feed piping, unless where resulting from an external cause;

Surface damage

- m. bruising, marring or scratching;

Vermin

- n. vermin, parasites or insects; or

Breakdown

- o. any item's own mechanical or electrical breakdown or failure.

Theft exclusions

- 2. **Damage** caused by theft or attempted theft:
 - a. not involving:
 - i. breaking into or out of the **Buildings** or **Premises** using force and violence; or
 - ii. robbery or attempted robbery in the **Premises**;
 - b. to property in any outbuilding, including in any garden, yard, open-sided **Building** or open space, unless specified in the **Schedule**;
 - c. committed by anyone lawfully in the **Premises**; or
 - d. of money, jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books.

Pollution

3. **Pollution.** However, **We** will still cover **Damage**:
 - a. caused by **Pollution** which is itself caused by **Damage** covered under this section of the **Policy**; or
 - b. caused by a sudden, identifiable and unintended incident of **Pollution** occurring during the **Period of Insurance**.

Shortage

4. loss caused by inventory loss or unexplained shortage, disappearance, misfiling or misplacing information.

Terrorism

5. **Damage** caused by **Terrorism**.

Moveable property

6. **Damage** to any item:
 - a. in the open, fences or gates; or
 - b. whilst in transit. However, **We** will still provide cover under:
 - i. **Additional covers**, Contents away from the Premises; or
 - ii. **Additional covers**, Documents and computer records away from the Premises.

Processes

7. **Damage** caused to any item as a result of it undergoing any process of production, packaging, treatment, testing, commissioning, servicing or repair. However, **We** will still cover **Damage** caused by fire or explosion.
8. **Damage** to:

Vehicles

- a. any motor vehicle designed or licensed for road use, including its accessories and trailers, caravans, locomotives, rolling stock, watercraft or aircraft, including drones;

Piers and jetties

- b. piers, jetties, bridges, channels or excavations; or

Living items

- c. livestock, growing stock or trees.

Documents and computer system records

9. **Damage** to:
 - a. documents, manuscripts and business books; or
 - b. computer system records.

However, **We** will pay the cost of materials and clerical labour to reproduce the documents, manuscripts, books or records, although **We** will not pay the costs of producing or reproducing any information contained in them.

Consequential loss

10. any indirect losses, other than where specifically covered.

Extinguishment expenses

11. any costs or expenses under **Additional cover**, Fire extinguishment that:
 - a. are recoverable from the fire service or the maintenance company of the appliance; or
 - b. relate to any appliance that has not been maintained in accordance with the manufacturer's instructions.

Debris

12. any costs or expenses under **Additional cover**, Removal of debris:
 - a. incurred in removing debris from anywhere other than the site of the **Damage** and the area immediately adjacent to it; or
 - b. arising from **Pollution** of any property not covered under this section of the **Policy**.

Glass

13. **Damage** to any glass:
 - a. that was already cracked or scratched; or
 - b. arising:
 - i. from repairs or alterations to the **Premises**;
 - ii. while the **Premises** are vacant or **Unoccupied**; or
 - iii. as a result of fire, lightning, explosion or earthquake.

Construction, Heating and Occupation of Buildings

14. unless otherwise agreed by **Us**, **Damage** to **Contents** or **Stock** in any **Building** that is not:
- a. built of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos;
 - b. heated by:
 - i. low pressure hot water or steam;
 - ii. oil fired space heaters fed from a fuel tank in the open;
 - iii. overhead gas or electrical appliances; or
 - iv. in office settings only, gas or electric fires; and
 - c. occupied for the sole purpose of the **Business** or as a private dwelling only.
- However, **We** will still cover **Damage** that was not caused in whole or part by any **Building** not satisfying these requirements.

Virus or hacking to computers

15. **Damage** caused by **Virus** or hacking to any computer or other item that processes, stores, transmits or retrieves data.

Sea and air transit

16. **Damage** to **Contents** or **Stock** whilst in transit by air or sea.

Unattended Vehicles

17. **Damage** to any item whilst in an **Unattended Vehicle** unless every window, door, roof and windscreen is securely closed, locked and properly fastened.

Stillage

18. **Damage** to any item in any basement or underground floor caused by flood, storm or escape of water, unless the item was kept at least 15cm off the ground.

Damage whilst In Transit

19. **Damage** to any item whilst **In Transit** caused by:
- a. depreciation, delay or inadequate documentation;
 - b. breakdown of refrigeration equipment;
 - c. defective packaging;
 - d. contamination;

- e. the carriage of explosives or any dangerous goods, as defined in the Road Haulage Association Conditions of Carriage;
- f. the carriage of livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco, cigars, cigarettes, audio or video equipment, non-ferrous metals, scrap, money, bonds, securities or computers, unless specified in the **Schedule**;
- g.
 - i. theft or attempted theft from; or
 - ii. storm to,
any soft-topped, open-topped, open-sided or curtain-sided vehicle or trailer. This does not apply if the vehicle or trailer is stolen at the same time;
- h. loading or unloading of any vehicle whilst on any ferry;
- i. dismantling, installation, erection or testing;
- j. riot, strike or civil commotion occurring outside the **Territorial Limits**, confiscation, nationalisation, requisition, destruction or **Damage** by any government or local authority;
- k. the dishonesty of anyone to whom the **Contents** have been handed over; or
- l. the loss of any computer equipment unless it was concealed from view in a locked boot, where possible. If this is not possible, the items must be concealed from view using other means.

Collusion

20. **Damage** caused by theft or attempted theft by:
- a. **You** or any of **Your** partners or directors;
 - b. an **Employee**, either as a principal or accessory;
 - c. any member of **Your** family; or
 - d. anyone lawfully at the **Building**.

Fraud or dishonesty

21. **Damage** arising from:
- a. the fraud or dishonesty of **You** or an **Employee**;
 - b. the fraud or dishonesty of any person responsible for the **Buildings**; or
 - c. voluntarily parting with title or possession of the **Buildings** as a result of a fraudulent scheme, trick, device or false claim.

Illegal activities

22. **Damage** arising from any illegal activities of **You** or an **Employee**.

Section conditions - what You must do

The following conditions apply to this section of the **Policy**, in addition to the **General Conditions**.

You must:

Fire doors

1.
 - a. maintain all firebreak doors and shutters in working order and keep them free from obstruction;
 - b. close all firebreak doors and shutters whenever the **Building** is closed for business; and
 - c. have all fire extinguishing appliances serviced and maintained under an annual service contract by suppliers who have been approved by the manufacturer.

Sprinklers and fire alarms

2. where **You** have told **Us** that the **Buildings** benefit from any automatic sprinkler or fire alarm installation, take reasonable steps to:
 - a. prevent **Damage** to the installations by frost;
 - b. maintain the installations;
 - c. maintain ready access to the water supply control facilities;
 - d. allow **Us** to inspect the installations at reasonable times; and
 - e. carry out any routine tests **We** required and promptly remedy any defect identified by such test.

You must let **Us** know in writing if **You** propose to make any changes, repairs or alterations to such installations and obtain **Our** agreement before carrying out any work. If **You** have to undertake such works in an emergency and can't ask for **Our** agreement, **You** must let **Us** know about the change, repair or alteration as soon as possible.

Removing keys

3. remove all keys for:
 - a. the **Buildings** and **Premises**; and
 - b. any safe or strongroom at the **Premises**,
whenever the **Premises** are closed for business and are unattended.

Water meters

4. ensure that:
 - a. all water meters are checked at least once a month;
 - b. a record of water meter readings is kept at least once a month; and
 - c. any unusual fluctuations in meter readings are reported to the water supplier as soon as possible.

Intruder alarms

5. where **You** have told **Us** that the **Buildings** benefit from any intruder alarm, **You** must ensure:
 - a. if the alarm is not fully working, **You** arrange for the **Premises** to be attended by a responsible person until it is fully working again;
 - b. **You** do not make any changes to the alarm signalling method with **Our** agreement;
 - c. **You** keep all security codes for the alarm confidential, and do not leave them at the **Premises** when they are unattended or closed for business;
 - d. if **You** are notified that the alarm has been activated, or its means of communication have been interrupted, when the system is set, a keyholder must attend the **Premises** as soon as possible;
 - e. if **You** are notified that:
 - i. the Police response to alarm signals or calls will be reduced, withdrawn or delayed; or
 - ii. the system cannot be maintained or returned to full working order,
You must tell **Us** as soon as possible on the next working day and comply with any requirements **We** ask for.

Inspection

6. **You** must ensure that any vessel, machinery or apparatus, or its contents, which requires an examination to comply with any law, is subject to a contract providing all required inspections.

We do not cover any loss arising while **You** are not in full compliance with all of the conditions above. However, **We** will still cover **You** if **You** can prove that Your failure to comply could not have increased the risk of the loss arising.

Unoccupied Buildings

7. **You** must let **Us** know as soon as possible if:
 - a. any **Building** becomes **Unoccupied**; or
 - b. any **Unoccupied Building** becomes occupied.

We may then charge an additional premium or amend the terms of the **Policy**. **We** do not cover **Damage** to any item in an **Unoccupied Building**, other than where caused directly by fire, lightning, earthquake or aerial impact, unless **We** have agreed in writing to provide cover on any other basis.

Contractors

8. Contractors may work in or on the **Buildings** to effect repairs, minor additions and alterations or decorations without affecting the cover under this section of the **Policy**.

Non-invalidating

9. **We** will not decline cover, avoid the **Policy** or reduce any claims payments as a result of any act, omission or alteration that increases the risk of **Damage**, which was:
 - a. unknown to **You** at the time; or
 - b. outside **Your** reasonable control,provided that **You** let **Us** know about such act, omission or alteration as soon as **You** are aware and **You** pay any additional premium **We** require.

Claims settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

Maximum payment

1. The most **We** will pay for any claim is the corresponding **Sum Insured** shown on the **Schedule**.

Specific limits

2. The most **We** will pay for certain items and categories of item is limited below. These sub-limits are included within the overall **Sum Insured** for **Contents**:

Damage whilst **In Transit**

and at third party sites: £10,000 in total for all incidents

Personal effects of **Your Employees**,
directors and visitors: £500 per person per incident

Materials and clerical labour to reproduce
Computer system records: £1,000 per incident

Damage caused by a sudden, identifiable
and unintended incident of **Pollution**: £25,000 in total for all incidents

Damage to **Personal Effects** whilst **In Transit**: £250 per incident

The most **We** will pay under each of the **Additional covers** listed below is the corresponding amount shown:

Fire extinguishing expenses: £1,000 per incident

Loss of metered water: £2,500 or 10% of **Sum Insured**,
whichever is less, per
incident.

Changing locks: £500 per incident

Damage during temporary removal
for cleaning, renovation, repair: £25,000 or 10% of **Sum Insured**,
for the corresponding
item, whichever is less,
per incident.

Documents and computer records away from the Premises:

a. computer system records: £1,000 per incident

b. all other documents: 10% of the total value of such
property

Following **Damage** to glass:

a. **Damage** to frames and the costs
of removing **Contents** and **Stock**: £500 per incident

b. costs of silvering, embossing, lettering,
bending or ornamenting glass: £500 per incident

Damage to Contents

3. In the event of covered **Damage to Contents** which have been:
 - a. entirely lost or destroyed, **We** will pay the cost of replacing the item; or
 - b. partially **Damaged**, **We** will pay the cost of repairing the item, but **We** will not pay more than **We** would have paid if the item had been entirely lost or destroyed.

Underinsurance

4.
 - a. If at the time of **Damage** the **Sum Insured** is less than the cost to replace the **Contents** or **Stock**, **We** will reduce the amount **We** pay in proportion to the difference between the **Sum Insured** and the true cost of replacement. **We** will apply the following calculation:

$$\frac{\text{Sum Insured}}{\text{Total cost of replacement}} \times \text{amount of the loss}$$

- b. For **Damage to Contents** or **Stock In Transit**, if at the time of **Damage** the value of the **Contents** or **Stock** contained in any one vehicle or container exceeds the limit shown in the **Schedule**, **We** will reduce the amount **We** pay in proportion to the difference between the amount shown in the **Schedule** and the true value of **Contents** or **Stock** contained in the vehicle. **We** will apply the following calculation:

$$\frac{\text{Goods In Transit limit on Schedule}}{\text{Total value of items on the vehicle}} \times \text{amount of the loss}$$

Excess

5. **We** will not cover the amount of the **Excess**.

Reinstatement of Sum Insured

6. After any item covered under this section of the **Policy** has been repaired or replaced, **We** will automatically reinstate the corresponding **Sum Insured**. **We** may require **You** to pay an additional premium and make additions or variations to any protections in place in respect of such items.

Other interests

7. When paying a claim, **We** will take into account the interests of anyone who **You** have declared to **Us** as having a legal interest in the **Damaged** property.

Waiver of recovery rights

8. If **We** make a payment under this section, **We** will not seek a recovery against any company that is:
 - a. **Your** parent or subsidiary; or
 - b. a subsidiary of a parent company of which **You** are a subsidiary, within the meaning of the relevant Companies Act in force at the time of **Damage**.

Contract price

9. In the event of covered **Damage** to **Stock** that has been sold but not delivered, **We** will pay the contract price of such items to the extent the contract is cancelled as a result of such **Damage**.

Connected claims

10. All claims and losses arising from or connected with any one act, incident or event, or from the same source or original cause will be treated as one claim. This means:
 - a. **We** will only pay one **Sum Insured**; and
 - b. **You** will only pay one **Excess**, in respect of all such claims and losses.

04

Business interruption

This section of the **Policy** provides cover for **Your** losses suffered as a result of an interruption to **Your Business**

Business interruption

This section of the **Policy** provides cover for **Your** losses suffered as a result of an interruption to **Your Business**.

Section definitions

The following definitions apply to this section of the **Policy**, in addition to the **General Definitions**.

Unless stated otherwise, the words and phrases used in these **Section Definitions** will have the meaning usually attached to them in **Your** books and accounts.

Additional Increased Costs of Working

Additional costs incurred by **You** over and above **Increased Costs of Working**, to maintain the **Business** during the **Indemnity Period** solely as a result of the interruption.

Annual Sum Insured

The **Sum Insured** divided by the length of the **Indemnity Period** in months, multiplied by 12.

Annual Gross Revenue

The **Gross Revenue** during the 12 months immediately before the date of the **Damage**.

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organism; and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Gross Revenue

Money paid or payable to **You** for goods sold and delivered, and services provided, in the course of the **Business** at the **Premises**.

Increased Costs of Working

Reasonable and necessary additional costs incurred by **You** solely to prevent or minimise a reduction in **Gross Revenue** during the **Indemnity Period**, which **You** would have suffered if **You** did not incur such costs.

Indemnity Period

The period, in months, starting from the date of the **Damage** lasting for the period during which **Your Business** is affected as a result of the **Damage**, but for no longer than the number of months stated in the **Schedule**, unless agreed otherwise by **Us** in writing.

Remainder Limit

The **Sum Insured** for **Additional Increased Costs of Working**, less the amount of any losses suffered during the first three months of the **Indemnity Period** that are payable from that **Sum Insured**.

Remainder Period

The remaining part of the **Indemnity Period** after the first three months.

Sum Insured

The amount shown in the **Schedule** as the 'Sum Insured'.

What Is covered

Where shown on the **Schedule**, **We** provide the following cover up to the corresponding **Sum Insured**.

Cover basis

The **Schedule** will show whether **You** are covered on a **Gross Revenue** or **Increased Costs of Working** basis.

Gross Revenue

Where **You** are covered on **Gross Revenue** basis, **We** will pay:

1. **Your** loss of **Gross Revenue**;
2. **Increased Costs of Working**; and
3. **Additional Increased Costs of Working**.

Increased Costs of Working

Where **You** are covered on an **Increased Costs of Working** basis, **We** will pay:

1. **Increased Costs of Working**; and
2. **Additional Increased Costs of Working**.

Business Interruption

We will cover **Your** losses arising from an interruption to the **Business**, which is caused by:

Insured damage

1. **Damage** occurring during the **Period of Insurance** to **Property**:
 - a. which is covered by any policy of insurance and the insurer has either:
 - i. made a payment in respect of; or
 - ii. agreed to cover,such **Damage**; or
 - b. which would be covered by a policy of insurance but for the operation of an excess, deductible or similar minimum claim value under such policy.

Additional covers

We will also provide the following cover up to the corresponding **Sum Insured**.

We will cover **Your** losses arising from an interruption to the **Business**, which is caused by:

Contract sites

1. **Damage** occurring during the **Period of Insurance** to **Property** at any site within the **Territorial Limits** where **You** are performing a contract in the course of the **Business**.

Denial of access

2. **Damage** occurring during the **Period of Insurance** to **Property** near the **Premises**, which impacts or prevents access to the **Premises**.

Utility failure

3. failure during the **Period of Insurance** to the public supply of electricity, gas, water or telecommunications to the terminal ends of the supplier's feed to the **Premises** caused by **Damage** and which lasts for at least:
 - a. 6 consecutive hours for electricity, water or gas; or
 - b. 24 consecutive hours for telecommunications.

What We do not cover

The following exclusions apply to this section of the **Policy**, in addition to the **General Exclusions**.

We do not cover any loss:

Failure of supply

1. due to failure to the public supply of:
 - a. electricity, gas, water or telecommunications to the **Premises** caused by:
 - i. the deliberate decision of a supply authority to withhold or restrict the supply, other than where it does so to reduce the impact of **Damage**; or
 - ii. drought, atmospheric conditions or weather, unless the supply equipment is **Damaged**; or
 - b. telecommunications caused by the failure of any satellite to transmit.

Insolvency

2. if:
 - a. **Your Business** is wound up, carried on by a liquidator or receiver, or is permanently discontinued; or
 - b. **Your** interest in the **Business** comes to an end, other than as a result of **Your** death,unless agreed by **Us** in writing.

Communicable disease

3. Notwithstanding any provision to the contrary within this **Policy**, this **Policy** excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Section conditions – what You must do

The following conditions apply to this section of the **Policy**, in addition to the **General Conditions**.

Accounting records

1. **You** must keep up to date records of all debts owed to **You**, which must be updated every 7 days and kept:
 - a. in a secure place away from the **Premises**; or
 - b. electronically in the cloud or on servers that are not located at the **Premises**.

Claims settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

Maximum payment

1. The most **We** will pay for any claim will be detailed on the **Schedule** and will be one of the following:
 - a. the amount shown as the **Sum Insured**; or
 - b. a percentage of the **Sum Insured**.

Gross Revenue

2. For **Gross Revenue**, **We** will pay the difference between the **Gross Revenue** during the **Indemnity Period** and the **Gross Revenue** during the equivalent period immediately before the interruption, less any savings You are able to make as result of the interruption.

Business trends

3. When calculating **Your** loss of **Gross Revenue**, **We** will make any necessary adjustments to take account of trends or other relevant circumstances affecting the **Business** in order that the amount **We** pay is as close as possible to **Your** actual loss.

Increased Costs of Working

4. Where **We** pay **Increased Costs of Working**, **We** will not pay more than the amount by which **Your** loss of **Gross Revenue** was reduced as a result of the additional expenses.

Additional Increased Costs of Working

5. Where **We** pay **Additional Increased Costs of Working**:
 - a. **We** will not pay more than 25% of the corresponding **Sum Insured** for costs incurred during the first three months of the **Indemnity Period**; and
 - b. for each month during the **Remainder Period**, **We** will not pay more than the proportion of the **Remainder Limit** which one month bears to the longer of:
 - i. the **Remainder Period**; or
 - ii. nine months.

For example, if the **Remainder Period** is 12 months, the most **We** will pay for costs incurred in each month during the **Remainder Period** is 1/12th of the **Remainder Limit**.

Specific limits

6. The most **We** will pay for certain losses is limited below. These sub-limits are included within the overall **Sum Insured**.

Loss due to Damage caused by Pollution :	£25,000	in total for all incidents
Additional cover , Contract sites:	£5,000	in total for all incidents
Additional cover , Denial of access:	£5,000	in total for all incidents
Additional cover , Utility failure:	£5,000	in total for all incidents

Accountant's fees

7. The **Sum Insured** for **Gross Revenue** includes the reasonable fees incurred with **Our** prior agreement for **Your** accountant to provide information **We** require to support a claim under this section of the **Policy**.

Value Added Tax

8. If **You** are accountable to tax authorities for Value Added Tax, **We** will not include such tax in the amount **We** pay **You**.

Underinsurance

9. If at the time of **Damage** the **Annual Sum Insured** is less than the **Annual Gross Revenue**, **We** will reduce the amount **We** pay in proportion to the difference between the **Annual Sum Insured** and the **Annual Gross Revenue**. **We** will apply the following calculation:

$$\frac{\text{Annual Sum Insured}}{\text{Annual Gross Revenue}} \times \text{amount of loss}$$

Reinstatement of Sum Insured

10. After **We** have paid a loss under this section of the **policy**, **We** will automatically reinstate the corresponding **Sum Insured**. **We** may require **You** to pay an additional premium and make additions or variations to any protections in place in respect of any **Property**.

05

Public and products liability

This section of the **Policy** provides cover for claims against **You** arising from **Bodily Injury** or **Property Damage** to property belonging to others.

Public and products liability

This section of the **Policy** provides cover for claims against **You** arising from **Bodily Injury** or **Property Damage** to property belonging to others.

Cover under this section is provided on an 'occurrence' basis. This means it covers claims arising from incidents occurring during the **Period of Insurance**, regardless of when the claim is brought against **You**.

Section definitions

The following definitions apply to this section of the **Policy**, in addition to the **General Definitions**.

Abuse

Any:

1. physical or mental abuse;
2. assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment;
3. act of a sexual nature or any act undertaken with a sexual motive; or
4. repeated or continuing act of contempt, use of insulting words or behaviours.

Avionics

Any **Product** designed to be used on or in any aircraft or airborne vehicle.

Business

Also includes:

1. ownership, use and upkeep of **Your Premises**;
2. upkeep of vehicles and plant owned and used by **You**;
3. canteen, social, sports, educational and welfare organisations provided by **You** for the benefit of any **Employee**;
4. **Your** first aid, fire security and ambulance services;
5. **Your** participation in exhibitions; and
6. private work by any **Employee** with **Your** prior agreement for **You** or for any director, partner or **Employee** of **Yours**.

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organism; and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Defence Costs

Legal costs and expenses, including the cost of expert witnesses, incurred with **Our** prior agreement for investigating and defending a covered claim against **You**. This does not include **Your** own overheads, including salaries and expenses.

Employee

Anyone who is, or was at the time of any act, incident or event:

1. under a contract of service or apprenticeship with **You**;
2. hired or borrowed by **You**;
3. engaged in connection with a work experience or training scheme;
4. a labour master or person supplied by such labour master;
5. engaged by labour only sub-contractors;
6. a self-employed person working on a labour only basis under **Your** direct control or supervision; or
7. a voluntary helper,
whilst working for **You** in the course of the **Business**.

Limit of Indemnity

The amount shown as the 'Limit of Indemnity' on the **Schedule**, which is the most **We** will pay for the corresponding claim.

Principal

Any person, firm or company **You** have entered into a contract or agreement with to do work for, or to provide services in connection with **Your Business**.

Property Damage

Loss or destruction of, or **Damage** to, **Property**.

Product

Any item (including its packaging, labels and instructions for use), which is:

1. manufactured, sold, supplied, processed, altered or treated;
2. repaired, serviced, tested or maintained; or
3. installed, commissioned, constructed or erected,

by **You** or on **Your** behalf and which is no longer in **Your** care or control.

Territorial Limits

Anywhere in England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man and the European Union, in connection with the **Business** conducted by **You** from **Premises** within England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Works

All works that have been completed or are to be completed by **You** or on **Your** behalf, including any:

1. materials incorporated or intended to be incorporated into the works; and
2. plant, tools, equipment and temporary buildings used or intended to be used,

during the period **You** are responsible under any contractual conditions.

You/Your

For the purposes of this section only, '**You/Your**' is extended to include any:

1. director or **Employee** of **Yours**;
2. officer, committee member or member of **Your** canteen, sports, social or welfare organisation, or **Your** fire, security, first aid, medical or ambulance services whilst acting in such capacity;
3. any director or senior official of **Yours** in relation to private work undertaken for them by an **Employee**; or
4. personal legal representative of anyone above, in the event of that person's death, but only to the extent of the deceased individual's liability.

What is covered

Where shown on the **Schedule**, **We** provide the following cover up to the corresponding **Limit of Indemnity**.

Claims for Bodily Injury and Property Damage

1. **We** will cover **You** against compensation payable by **You** as a result of a claim brought against **You** for:
 - a. **Bodily Injury** to any person;
 - b. **Property Damage**;
 - c. obstruction, trespass or nuisance;
 - d. interference with any right of way, air or light; or
 - e. wrongful arrest, detention, imprisonment or eviction,occurring or committed during the **Period of Insurance** within the **Territorial Limits** and in the course of the **Business**.

Additional covers

We will also provide the additional covers shown below, up to the corresponding **Limit of Indemnity**.

Indemnity to Principals

1. At **Your** request, **We** will extend the cover under this section:
 - a. to any **Principal** of **Yours**;
 - b. for whom **You** are undertaking activities in the course of a **Business**;
 - c. where **Your** contract with the **Principal** requires **You** to provide such cover; and
 - d. where the claim arises from carrying out **Your Business** for the **Principal**.

However, **We** will only cover the **Principal** if they comply with the terms of the **Policy** as if they are **You**, including allowing **Us** to retain sole conduct and control of all covered claims.

Contingent motor liability

2. **We** will cover **You** against compensation payable by **You** as a result of a claim brought against **You** for:
 - a. **Bodily Injury** to any person; or
 - b. **Property Damage**,

arising from the use of a motor vehicle, including any trailer attached to it, during the **Period of Insurance** within the United Kingdom and in the course of the **Business**.

However, this does not include cover:

- i. arising from the use of a vehicle that is owned, loaned, leased, hired or rented to **You** or provided by **You**;
- ii. for liability arising from **Property Damage** to the vehicle itself or anything in or on the vehicle, including any trailer;
- iii. for liability arising from **Bodily Injury** or **Property Damage** arising while the vehicle is being driven:
 - (a) by **You**, other than by an **Employee**; or
 - (b) with the consent of **You** or **Your** representative by anyone who is not legally entitled to drive the vehicle; or
- iv. for any liability that is covered under any other insurance.

Defective Premises Act

3. **We** will cover **You** against compensation payable by **You** under the Defective Premises Act 1972, the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001 as a result of:
 - a. **Bodily Injury** to any person; or
 - b. **Property Damage**;

occurring during the **Period of Insurance** in connection with premises which have been sold, let or otherwise disposed of by **You** but which were occupied by **You** in the course of the **Business** at the time of the **Bodily Injury** or **Property Damage**.

Employees' and Visitors Personal Belongings

4. **We** will cover **You** for accidental **Property Damage** to **Employees'** and visitors' vehicles and personal property which are in **Your** custody or control.

However, this does not include cover for any vehicle or personal property that is:

- a. loaned, leased, hired or rented to **You**;
- b. stored for a fee or other consideration by **You**; or
- c. in **Your** custody or control for the purposes of being worked on.

Overseas Personal Liability

5. **We** will extend the cover under this section to:
- a. **You**; and
 - b. at **Your** request, **Your** partners, directors and **Employees**; and
 - c. the spouse or dependent children of anyone in b. above,
- against liability incurred in their personal capacity whilst outside England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man in the course of the **Business**.

However, this does not include cover for any liability that:

- i. arises from:
 - (a) any contract, unless liability would have arisen in the absence of the contract;
 - (b) the ownership or occupation of land or buildings;
 - (c) the carrying on of any trade or profession; or
 - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft; or
- ii. is covered under any other insurance.

Hired or rented premises

6. **We** will cover **You** for accidental **Damage** to premises, including any fixtures and fittings, which are hired, rented or loaned to **You** within the **Territorial Limits** in the course of the **Business**.

However, this does not include cover for:

- a. the first £250 **Defence Costs** in respect of **Damage**, other than by fire or explosion;
- b. any liability imposed on **You** under the terms of any hiring or renting agreement; or
- c. **Damage** caused by fire or any other peril for which insurance is required under the terms of any hiring or renting agreement.

Health and safety defence costs

7. **We** will cover **You** against **Defence Costs** for defending any criminal prosecution alleging:
- a. breach of statutory duty, including any prosecution under:
 - i. Health and Safety at Work etc. Act 1974; or
 - ii. Health and Safety at Work (Northern Ireland) Order 1978; or
 - b. manslaughter, corporate manslaughter or corporate homicide,
- in relation to any incident that could result in a covered claim under this section of the **Policy**.
- We** will also pay any recoverable prosecution costs and the costs incurred with **Our** prior agreement to appeal.

Cross liabilities

8. Where more than one person or entity is covered under this section, **We** will insure each as if a separate policy had been issued to each of them. However, this will not increase the amount **We** pay overall in the event of a claim.

Contractual liability

9. **We** will pay for **Your** liability for **Bodily Injury** under any contract, provided that the control of any claim falls to **Us**.
- However, this does not include cover for:
- a. any contract for or including the carrying out of work outside of the **Territorial Limits**; or
 - b. claims arising from any work completed under contract by **You**, once this has been handed over to **Your** employer.

Legal costs

10. For any claim covered under this section, **We** will also pay:
- a. **Your** liability for the claimant's legal costs and expenses; and
 - b. **Defence Costs**.

Court attendance costs

11. If **We** require any partner, principal or **Employee** of **Yours** to attend court as a witness in connection with a claim covered under this section, **We** will pay **You** £300 for each day they are required to attend.

Section conditions

The following conditions apply to this section of the **Policy**, in addition to the **General Conditions**.

Suspension of cover

1. In respect of any cover under **Additional covers**, Health and safety defence costs, **We** may:
 - a. at any reasonable time inspect any property; and
 - b. in the event of any defect or danger being identified, give written notice to **You** that **Our** liability is suspended in respect of any incident that may arise from any such defect or danger.

Appointment of independent service provider

2. For claims under **Additional covers**, Health and safety defence costs, **We** will pass the claim to a third party service provider to administer the claims settlement on **Our** behalf, under the terms of **Our** agreement with them.

What We do not cover

The following exclusions apply to this section of the **Policy**, in addition to the **General Exclusions**.

We do not cover liability:

Product specific exclusions

1. directly or indirectly due to:
 - a. repairing, removing, replacing, reapplying, rectifying or reinstating any:
 - i. **Products**;
 - ii. **Works**; or
 - b. recalling or making refunds in respect of any:
 - i. failure to supply any **Product**;
 - ii. **Products** supplied by **You**; or
 - iii. **Works**.

Warranties, indemnities and guarantees

2. under any express warranty, indemnity or guarantee given or agreed by **You** in relation to any **Product**, unless liability would have arisen in the absence of the warranty, indemnity or guarantee.

Employees

3. for **Bodily Injury** to any **Employee**, including any **Employee** engaged by **You** outside of England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man in respect of any work by any **Employee** in any of the above territories.

Your property

4. for **Property Damage** to any property:
 - a. belonging to **You**;
 - b. leased, hired or rented to **You**;
 - c. held in trust by **You** or which is in **Your** care, custody or control;
 - d. held in trust by or in the custody or control of any other party carrying out work on **Your** behalf; or
 - e. which must be insured under the terms of Clause 21.2.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any similar clause in any contract.

This does not apply to:

- i. vehicles or personal belongings of **Your Employees** or visitors whilst on **Your Premises**;
- ii. any premises which **You** do not own or rent, where **You** are temporarily carrying out **Your Business**; or
- iii. premises **You** rent in respect of **Property Damage** that is not insured elsewhere and for which **You** are only liable under the terms of the lease or rental agreement

Vehicles

5. arising from the ownership, possession or use by **You**, or by anyone on **Your** behalf, of any:
 - a. aircraft, airborne device or hovercraft;
 - b. watercraft exceeding 8 metres in length;
 - c. motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required under any legislation governing the use of the vehicle.

This does not apply to:

- i. cover provided under **Additional covers**, Contingent motor liability; or
- ii. the loading or unloading of any such vehicle, trailer or plant where cover is not provided by any other insurance.

Pollution specific exclusions

6. arising from **Pollution** that is not caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific time and place during the **Period of Insurance**.

All **Pollution** which arises out of one incident will be deemed to have occurred at the time such incident takes place.

Defective premises exclusions

7. for the costs of remedying or rectifying any actual or alleged defect in any premises sold, let or otherwise disposed of by **You**.
8. under the Defective Premises Act 1972 for:
 - a. **Bodily Injury** or **Property Damage** occurring before **You** disposed of the premises; or
 - b. any incident that is covered under any other insurance.

Advice

9. directly or indirectly due to any advice, instruction, consultancy, design, specification, formula, inspection certificate or testing prepared or given by **You** for a fee.

Work offshore

10. directly or indirectly due to:
 - a. any incident occurring while working on, in or travel to; or
 - b. the supply of any **Products** to,
any offshore accommodation, exploration, drilling or production rig, platform or support vessel.

Deliberate acts

11. for any deliberate act or omission by **You**.

Contractual liability

12. under any contract, unless liability would have arisen in the absence of the contract.

Fines and penalties

13. for any:
 - a. fines or penalties; or
 - b. liquidated, punitive, aggravated, restitutionary, exemplary or multiplied damages.

Abuse

14. any **Abuse** to any person.

High risk work

15. directly or indirectly due to work at, or in relation to:
 - a. power stations or nuclear establishments;
 - b. oil, gas or chemical refineries, bulk storage facilities or production premises;
 - c. aircraft;
 - d. watercraft;
 - e. railways or airports;
 - f. underground or underwater locations, piling work or water diversion;
 - g. the use of explosives;
 - h. construction work on towers, steeples, chimneys, shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs;
 - i. the erection or repair of buildings or structures more than 10 metres in height; or
 - j. excavation work more than 1 metre in depth,unless disclosed to and accepted by **Us** before the start of the **Policy**.

Use of heat

16. directly or indirectly due to the use of any:
 - a. electric oxy-acetylene or similar welding or cutting equipment;
 - b. cutting and grinding equipment using abrasive disks or wheels;
 - c. blow lamp, blow torch, hot air gun or hot air stripper;

- d. asphalt, bitumen, tar or pitch heater; or
- e. thermal lance,

unless disclosed to and accepted by **Us** before the start of the **Policy**.

Outside territorial limits

- 17. directly or indirectly due to **Business** conducted by **You** from **Premises** outside England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Avionics

- 18. directly or indirectly due to **Avionics**.

Claims in North America

- 19. arising from any claim or action brought:
 - a. within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada;
 - b. to enforce a judgment obtained in any Court of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada.

Financial difficulty

- 20. directly or indirectly due to **Your** insolvency, liquidation, dissolution, or **Your** entry into administration or any arrangement with **Your** creditors.

Directors' duties

- 21. of any director or principal for a breach of their duty to manage the **Business** in accordance with their legal or regulatory obligations.

Competition laws

- 22. directly or indirectly due to a breach of competition or anti-trust laws.

Connected parties

- 23. arising from any claim brought by any organisation whose board of directors is controlled by **Your** board of directors. However, **We** will still cover the claim if it originates from an independent third party.

Communicable disease

24. Notwithstanding any provision to the contrary within this **Policy**, this **Policy** does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, **Defence Costs**, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, **Defence Costs**, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease**.

Property being worked on

25. for **Property Damage** to any property being worked on, cleaned or maintained, including any **Property Damage** to any part of the property as a result of any such work.

Claims settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

Maximum payment

1. The most **We** will pay for any claim is the corresponding **Limit of Indemnity** shown on the **Schedule**. This includes any amount payable for the claimant's legal costs and expenses.

Defence Costs

2. For covered claims against **You**, **We** will also pay **Defence Costs**. Unless stated otherwise below or in the **Schedule**, **We** will pay **Defence Costs** in addition to the **Limit of Indemnity**. If the claim is for more than the **Limit of Indemnity**, **We** will pay a corresponding proportion of the **Defence Costs**.

Connected claims

3. All claims arising from or connected with any one act, incident or event, or from the same source or original cause will be treated as one claim.

This means:

- a. **We** will only pay one **Limit of Indemnity**; and
 - b. **You** will only pay one **Excess**,
- in respect of all such claims.

Specific limit for Products and Pollution

4. For claims directly or indirectly due to **Products** and **Pollution**, **We** will not pay more than the **Limit of Indemnity** in total for all claims. This does not apply to **Defence Costs**.

Specific limit for Health and Safety defence costs

5. For cover under **Additional Covers**, Health and defence costs, **We** will not pay more than £250,000 in total for all claims.

Specific limit for Terrorism

6. For claims directly or indirectly due to **Terrorism**, **We** will not pay more than:
 - a. £2,000,000 in total for all claims arising from **Your Products**; and
 - b. £2,000,000 for any one claim not arising from **Your Products**,or the amount shown on the **Schedule**, whichever is lower.

Paying the limit

7. At any time during a claim, **We** can pay **You**:
 - a. the **Limit of Indemnity**, or the remaining balance of that limit; or
 - b. any amount for which the claim can be settled.

Excess

8. **We** will not cover the amount of the **Excess**.

06

Employers' liability

This section of the **Policy** provides cover for claims against **You** arising from **Bodily Injury** to **Your Employees**.

Employers' liability

This section of the **Policy** provides cover for claims against **You** arising from **Bodily Injury** to **Your Employees**.

Cover under this section is provided on an 'occurrence' basis. This means it covers claims arising from incidents occurring during the **Period of Insurance**, regardless of when the claim is brought against **You**.

Compulsory insurance

The cover under this section of the **Policy** is intended to comply with any laws and regulations relating to the compulsory insurance of liability to **Employees** in the United Kingdom. **You** must repay to **Us** any amounts **We** pay which **We** would not have had to pay other than as a result of the compulsory insurance laws and regulations.

Section definitions

The following definitions apply to this section of the **Policy**, in addition to the **General Definitions**.

Defence Costs

Legal costs and expenses, including the cost of expert witnesses, incurred with **Our** prior agreement for investigating and defending a covered claim against **You**. This does not include **Your** own overheads, including salaries and expenses.

Employee

For the purposes of this section only, 'Employee' means any:

1. person under a contract of service or apprenticeship with **You**;
2. person who is hired to or borrowed by **You**;
3. person engaged in connection with a work experience or training scheme;
4. labour master or person supplied by a labour master;
5. self-employed person working on a labour only basis under **Your** control or supervision; or
6. voluntary helper,
working in the course of the Business.

Limit of Indemnity

The amount shown as the 'Limit of Indemnity' on the **Schedule**, which is the most **We** will pay for the corresponding claim.

Offshore

From the time an **Employee** boards a form of transport for departure to an offshore installation, rig or platform, until they come ashore on return from such installation, rig or platform.

Territorial limits

Anywhere in England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man and the European Union, in connection with the Business conducted by **You** from premises within the England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

You/Your

For the purposes of this section only, 'You/Your' is extended to include any:

1. director or **Employee** of **Yours**;
2. officer, committee member or member of **Your** canteen, sports, social or welfare organisation, or **Your** fire, security, first aid, medical or ambulance services whilst acting in such capacity;
3. any director or senior official of **Yours** in relation to private work undertaken for them by an **Employee**; or
4. personal legal representative of anyone above, in the event of that person's death, but only to the extent of the deceased individual's liability.

What is covered

Where shown on the **Schedule**, **We** provide the following cover up to the corresponding **Limit of Indemnity**.

Claims for Bodily Injury to Employees

1. **We** will cover **You** against compensation payable by **You** as a result of a claim brought against **You** for **Bodily Injury** to an **Employee** occurring during the **Period of Insurance** within the **Territorial Limits** and in the course of the **Business**.

Additional covers

We will also provide the additional covers shown below, up to the corresponding **Limit of Indemnity**.

Unsatisfied court awards

1. If an **Employee**, or the personal representatives of any **Employee**, has obtained a judgment for damages in respect of **Bodily Injury** sustained by the **Employee** and the judgment has not been paid in full 6 months after the date of judgment then, **We** will pay any outstanding amounts to the **Employee** or their personal representative, if **You** ask **Us** to.

We will only make payment if:

- a. the **Bodily Injury** was suffered by the **Employee**:
 - i. during the **Period of Insurance**; and
 - ii. in the course of their employment with **You** in connection with the **Business**;
- b. the judgment:
 - i. was awarded in a court in the **Territorial Limits**; and
 - ii. is not subject to an appeal; and
- c. the **Employee** or their personal representative assign the judgment debt to **Us**.

Cross liabilities

2. Where more than one person or entity is covered under this section, **We** will insure each as if a separate policy had been issued to each of them. However, this will not increase the amount **We** pay overall in the event of a claim.

Legal costs

3. For any claim covered under this section, **We** will also pay:
 - a. **Your** liability for the claimant's legal costs and expenses; and
 - b. **Defence Costs**.

Court attendance costs

4. If **We** require any partner, principal or **Employee** of **Yours** to attend court as a witness in connection with a claim covered under this section, **We** will pay **You** £300 for each day they are required to attend.

Health and safety and manslaughter defence costs

5. **We** will cover **You** against **Defence Costs** for defending any criminal prosecution alleging:
- a. breach of statutory duty, including any prosecution under:
 - i. Health and Safety at Work etc. Act 1974; or
 - ii. Health and Safety at Work (Northern Ireland) Order 1978; or
 - b. manslaughter, corporate manslaughter or corporate homicide,
- in relation to any incident that could result in a covered claim under this section of the **Policy**.

We will also pay any recoverable prosecution costs and the costs incurred with **Our** prior agreement to appeal.

However, **We** do not cover:

- i. any actual or alleged act, omission or incident, unless committed during the **Period of Insurance** and within the **Territorial limits**;
- i. proceedings arising from any deliberate act or omission by **You**;
- ii. compensation ordered or awarded by any court of criminal jurisdiction;
- iii. any incident if **Bodily Injury** or **Property Damage** has not occurred; or
- iv. costs under b. above after any connected civil claim has been resolved.

Injury to working partners

6. If **You** are a working partner, **We** will cover **You** under this section as if **You** were an **Employee** if:
- a. **You** suffer a **Bodily Injury** while working in connection with the **Business**;
 - b. the **Bodily Injury** is caused by another partner or **Employee** while working in connection with the **Business**; and
 - c. **You** have a valid claim for negligence against the other partner or **Employee**.

What We do not cover

The following exclusions apply to this section of the **Policy**, in addition to the **General Exclusions**.

We do not cover liability for:

Motor vehicles

1. **Bodily Injury** suffered by an **Employee** whilst:
 - a. in or on; or
 - b. entering or getting onto, or alighting from, a vehicle for which insurance or security is required under any law relating to the compulsory insurance of motor vehicles, or where **You** are entitled to cover under any other insurance.

Offshore

2. **Bodily Injury** suffered **Offshore**.

Fines and penalties

3.
 - a. fines or penalties; or
 - b. liquidated, punitive, aggravated or multiplied damages.

Overseas employees

4. **Bodily Injury** suffered by an **Employee** who is normally based outside the England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Claims settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

Maximum payment

1. The most **We** will pay for any claim is the corresponding **Limit of Indemnity** shown on the **Schedule**. This includes any amount payable for the claimant's legal costs and expenses.

Defence Costs

2. For covered claims against **You**, **We** will also pay **Defence Costs**. Unless stated otherwise in the **Schedule**, the amount **We** pay for **Defence Costs** is included within the **Limit of Indemnity**.

Connected claims

3. All claims arising from or connected with any one act, incident or event, or from the same source or original cause will be treated as one claim. This means **We** will only pay one **Limit of Indemnity** in respect of all such claims.

Specific limit for Terrorism

4. For claims directly or indirectly due to **Terrorism**, **We** will not pay more than £5,000,000 for any one claim.

Specific limit for health and safety and manslaughter defence costs

5. The most **We** will pay for claims for health and safety and manslaughter defence costs is £1,000,000 in the aggregate for all **Defence Costs**.

Paying the limit

6. At any time during a claim, **We** can pay **You**:
 - a. the **Limit of Indemnity**, or the remaining balance of that limit; or
 - b. any amount for which the claim can be settled.

07

Professional indemnity – miscellaneous

This section of the **Policy** provides cover for claims against **You** arising from professional advice and services **You** provide.

Professional indemnity – miscellaneous

This section of the **Policy** provides cover for claims against **You** arising from professional advice and services **You** provide.

Cover under this section is provided on a 'claims made' basis. This means it covers claims made against **You** during the **Period of Insurance**, regardless of when **You** gave the advice that resulted in the claim.

Section definitions

The following definitions apply to this section of the **Policy**, in addition to the **General Definitions**.

Computer System

Any computer, hardware, software, communications system, electronic device (including but not limited to smart phones, laptops, tablets and wearable devices), server, cloud or microcontroller including any similar system or any configuration of these and also including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act

Damage to or destruction of computer programmes, software or other electronic data stored within a **Computer System**, involving access, processing, use or operation of any **Computer System** caused by:

- a. an unauthorised, malicious or criminal act;
- b. a series of such related acts, regardless of when or where they take place;
or
- c. the threat or hoax of such acts.

Defence Costs

Legal costs and expenses, including the cost of expert witnesses, incurred with **Our** prior agreement for investigating and defending a covered claim against **You**. This does not include **Your** own overheads, including salaries and expenses.

Document

Any:

1. document that is written, printed or reproduced by any other method; or
2. **Electronic Document**,

that is stored or kept by **You** in the course of **Your Professional Business** and for which **You** are responsible.

This does not include bearer bonds, coupons, bank or currency notes or any negotiable instrument.

Electronic Document

Computer records or any document held in electronic format.

Limit of Indemnity

The amount shown as the 'Limit of Indemnity' on the **Schedule**, which is the most **We** will pay for the corresponding claim.

Premises

For the purposes of this section only, 'Premises' is extended to include any third party location in the United Kingdom, the Channel Islands or Isle of Man where **You** are conducting **Your Professional Business**.

Professional Business

The activities shown in the **Schedule**, which **You** perform in the course of **Your Business**.

Retroactive Date

The earlier of the:

1. date **We** first provided professional indemnity cover to **You** without a break in cover; or
2. the retroactive date stated in the professional indemnity insurance in place immediately before the date on which **We** first provided professional indemnity cover to **You** without a break in cover.

Product

Any item (including its packaging, labels and instructions for use), which is:

1. manufactured, sold, supplied, processed, altered or treated;
2. repaired, serviced, tested or maintained; or
3. installed, commissioned, constructed or erected,

by **You** or on **Your** behalf and which is no longer in **Your** care or control.

Virus

Any computer programme, including any file, virus or other executable program, which contains instructions to initiate an event on the infected computer, resulting in modification of, or **Damage** to, the computer, data, memory or data media.

You/Your

For the purposes of this section only, 'You/Your' is extended to include any:

1. predecessor to the **Business** that has been disclosed to and accepted by **Us** before the start of the **Policy**;
2. partner, director, principal or **Employee** of **Yours**, in respect of work performed on behalf of **Your Professional Business**;
3. executor or administrator of anyone in 1. or 2. above, in respect of work performed on behalf of **Your Professional Business**;
4. contractor or sub-contractor, in respect of work performed on behalf of **Your Professional Business**;
5. officer, committee member or member or **Your** canteen, sports, social or welfare organisation, or **Your** fire, security, first aid, medical or ambulance services in such capacity; or"
6. internet, website or email identity **You** use.

What is covered

Where shown on the **Schedule**, **We** provide the following cover up to the corresponding **Limit of Indemnity**.

Claims for breach of professional duty

1. **We** will cover **You** against compensation payable by **You** as a result of a claim first brought against **You** during the **Period of Insurance** for:
 - a. negligence;
 - b. breach of a term implied into a contract by:
 - i. section 13 Supply of Goods and Services Act 1982; or
 - ii. section 14 Sale of Goods Act 1979;
 - c. infringement of copyright, patent or registered design;
 - d. loss of or **Damage** to **Documents**, including **Electronic Documents** unless excluded under the Cyber exclusion in this section of the **Policy**; or
 - e. defamation; fraud or dishonesty by any **Employee**; or

- f. any other civil liability,
arising in the course of **Your Professional Business** within the **Territorial Limits**
after the **Retroactive Date**.

Additional covers

We will also provide the additional covers shown below, up to the corresponding **Limit of Indemnity**.

Legal costs

1. For any claim covered under this section, **We** will also pay:
 - a. **Your** liability for the claimant's legal costs and expenses; and
 - b. **Defence Costs**.

Court attendance costs

2. If **We** require any partner, principal or **Employee** of **Yours** to attend court as a witness in connection with a claim covered under this section, **We** will pay **You** £300 for each day they are required to attend.

Accountant's fees

3. **We** will also pay the costs of an accountant or similar advisor to verify the amount of any loss arising from the dishonesty or fraud of any **Employee** covered under this section. However, **You** must get **Our** agreement before any costs are paid.

Fees You cannot recover

4. **We** may at **Our** discretion pay **You** the amount of any:
 - a. fees owed to **You** by a client who has made an allegation against **You**; or
 - b. costs or expenses directly incurred to rectify a breach of duty of which **Your** client is not aware,

if in **Our** opinion taking the steps in a. or b. above will be likely to prevent the client from bringing a claim that would be covered under this section, or reduce the amount of any such claim.

Where **You** cannot obtain **Our** prior agreement, **We** will still reimburse such fees, costs or expenses provided that:

- i. **You** carry out the work at the minimum cost necessary to achieve the intended quality as the original work;
- ii. **We** will not pay more than the value of the claim that has been prevented or the reduction that has been made to a claim; and
- iii. If **You** subsequently recover any of the fees, costs or expenses, **You** must first apply any recovery to repaying the amount **We** have paid under this **Additional cover**.

What We do not cover

The following exclusions apply to this section of the **Policy**, in addition to the **General Exclusions**.

We do not cover liability:

Fraud and dishonesty

1.
 - a. directly or indirectly due to fraud or dishonesty by anyone other than an **Employee**;
 - b. directly or indirectly due to any fraudulent or dishonest act or omission **You** knew or ought reasonably to have known about;
 - c. of anyone who committed or condoned any fraudulent or dishonest act or omission; or
 - d. for fraud or dishonesty by any **Employee** unless **Your** annual accounts, including any client accounts, have been certified by an independent properly qualified accountant or auditor.

Deliberate acts

2. directly or indirectly due to:
 - a. any deliberate act, error or omission by **You**;
 - b. any act, error or omission that **You** knew or ought to have known might lead to a claim against **You**; or
 - c. the specification of a **Product** or provision of a service that **You** knew or ought reasonably to have known was defective, harmful or not suitable for the purpose it was intended to perform.

Contractual liability

3. under any contract unless liability would have arisen in the absence of the contract.

Product liability

4. directly or indirectly due to:
 - a. loss, **Damage** or destruction of or to physical property; or
 - b. **Bodily Injury** to anyone,
arising from any **Product**.

Product recall

5. directly or indirectly due to the removing from sale, withdrawal, inspection, repair, modification or replacement of any:
 - a. **Product**; or
 - b. other item of which a **Product** forms a part,
where the **Product** or item is known, alleged or suspected to be harmful or have a deficiency.

Employees

6. for:
 - a. **Bodily Injury** to any **Employee**; or
 - b. breach of any duty owed by **You** as an employer.

Matters known to You

7. directly or indirectly due to anything **You** knew or ought to have known before the **Period of Insurance** might lead to a claim against **You**.

Property

8. directly or indirectly due to:
 - a. the ownership, possession or use by **You**, or by anyone on **Your** behalf, of any buildings, premises, land or structures; or
 - b. **Damage** to any property owned by, leased, hired, rented or entrusted to **You**, or which is in **Your** care, custody or control. This does not apply to **Damage** to any **Documents** that **You** do not own.

Vehicles

9. directly or indirectly due to the ownership, possession or use by **You**, or by anyone on **Your** behalf, of any:
 - a. mechanically propelled vehicle, including power-assisted cycles; or
 - b. waterborne or airborne craft.

Pollution

10. directly or indirectly due to **Pollution**.

Fines and penalties

11. for any:
 - a. fines or penalties; or
 - b. liquidated, punitive, aggravated or multiplied damages.

Trading losses and insolvency

12.
 - a. for any trading loss or liability in relation to **Your Professional Business**.
 - b. for **Your** insolvency (including any claims made by **Your** liquidator, provisional liquidator or administrator).

Directors' and officers' liability

13.
 - a. arising in **Your** capacity as a director, officer or trustee of the **Business** or in relation to the operation of the **Business** in general; or

- b. against any principal, partner, director, officer, executive or trustee arising from any alleged failure to manage the **Business** in accordance with their legal or regulatory requirements.

Controlling interests

14. for any claim arising from or brought by any:
 - a. firm, company or entity in which **You** have a controlling interest; or
 - b. entity that has a majority financial or executive interest in **You**.

This does not apply to a claim originating from an independent third party.

Joint ventures

15. for any claim arising from a partnership or joint venture of which **You** are a member, unless it has been disclosed to and accepted by **Us** before the start of the **Policy**.

USA and Canada

16. for any claim:
 - a. made within; or
 - b. to enforce a judgment obtained in a court within,
the United States of America, Canada or any territory within the jurisdiction of the United States of America or Canada.

Unethical conduct

17. directly or indirectly due to any actual or alleged breach of any law relating to:
 - a. unconscionable conduct;
 - b. competition or anti-trust law; or
 - c. any other law relating to restraint of trade or profession.

High risk work

18. directly or indirectly due to work at, or in relation to:
 - a. power stations or nuclear establishments;
 - b. oil, gas or chemical refineries, bulk storage facilities or production premises;
 - c. aircraft;
 - d. watercraft;
 - e. railways or airports;

- f. underground or underwater locations, piling work or water diversion;
- g. the use of explosives;
- h. construction work on towers, steeples, chimneys, shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs;
- i. the erection or repair of buildings or structures more than 10 metres in height; or
- j. excavation work more than 1 metre in depth.

Use of heat

19. directly or indirectly due to the use of any:
- a. electric oxy-acetylene or similar welding or cutting equipment;
 - b. cutting and grinding equipment using abrasive disks or wheels;
 - c. blow lamp, blow torch, hot air gun or hot air stripper;
 - d. asphalt, bitumen, tar or pitch heater; or
 - e. thermal lance,
- unless disclosed to and accepted by **Us** before the start of the **Policy**.

Waived recovery rights

20. where **You** have waived, excluded or limited **Your** right to make a recovery from another party, unless disclosed to and accepted by **Us** before the start of the **Policy**.

Asbestos

21. directly or indirectly due to **Asbestos**.

Virus

22. directly or indirectly due to any **Virus**.

Cyber Act

23. any loss, costs or expenses incurred by **You** to:
- a. determine the existence, extent and cause of a **Cyber Act**;
 - b. contain or stop a **Cyber Act** (including a privacy breach); or
 - c. take remedial action arising from or connected with a **Cyber Act**.

Infrastructure

24. directly arising from:
 - a. the partial or total unavailability of any **Computer System** owned or controlled by **You**; or
 - b. a failure or interruption to the service provided:
 - i. to **You** or anyone acting on **Your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software **You** own;
 - ii. by any utility provider, but only where the failure or interruption affects a **Computer System You** or anyone acting on **Your** behalf owns or controls.

Claims settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

Maximum payment

1. The most **We** will pay for any claim is the corresponding **Limit of Indemnity** shown on the **Schedule**. This includes any amount payable for the claimant's legal costs and expenses.

Defence Costs

2. For covered claims against **You**, **We** will also pay **Defence Costs**. Unless stated otherwise below or in the **Schedule**, **We** will pay **Defence Costs** in addition to the **Limit of Indemnity**. If the claim is for more than the **Limit of Indemnity**, **We** will pay a corresponding proportion of the **Defence Costs**. The most **We** will pay for **Defence Costs** is the **Limit of Indemnity**.

Connected claims

3. All claims arising from or connected with any one act, incident or event, or from the same source or original cause will be treated as one claim. This includes all claims arising from fraudulent or dishonest acts of a similar nature committed by the same individual or group of individuals acting together.

This means:

- a. **We** will only pay one **Limit of Indemnity**; and
 - b. **You** will only pay one **Excess**,
- in respect of all such claims.

Specific limit for loss of documents

4. For claims directly or indirectly due to the loss of or **Damage to Documents**, **We** will not pay more than 100,000 in total for all claims, including **Defence Costs**.

Circumstances

5. **You** must notify **Us** in accordance with the **Claims Conditions** of anything that is likely to lead to a claim against **You** that is covered under this section. **We** will treat any subsequent claim arising from the same act, incident or event as having been made during the **Period of Insurance**.

Your profit and mark-up

6. Where **We** pay fees, costs or expenses under **Additional cover**, Fees **You** cannot recover, **We** will only pay the cost to **You** of those fees, costs or expenses. **We** will not pay the amount of **Your** profit or mark-up.

Paying the limit

7. At any time during a claim, **We** can pay **You**:
 - a. the **Limit of Indemnity**, or the remaining balance of that limit; or
 - b. any amount for which the claim can be settled.

Excess

8. **We** will not cover the amount of the **Excess**. The **Excess** does not apply to **Defence Costs**.

08

Property damage – plant

This section of the **Policy** provides cover for **Damage to Plant** and **Hired in Plant**. The **Schedule** will show which of these items are covered.

Property damage – plant

This section of the **Policy** provides cover for **Damage to Plant** and **Hired in Plant**. The **Schedule** will show which of these items are covered.

Section definitions

The following definitions apply to this section of the **Policy**, in addition to the **General Definitions**.

Contract

Any contract or agreement entered into by **You** to carry out works in the course of the **Business**.

Contract Site

Any site where **You** are carrying out work under a **Contract**.

Hired in Plant

Plant hired in by **You** for use in connection with the **Contract**.

Insured Property

Any:

1. **Plant**; and
2. **Hired in Plant**,

where shown as covered on the **Schedule**.

In Transit

In transit in or on any road **Vehicle** operated by **You** or a haulier, or by parcel, post or rail, from the time the item is lifted to the time it is unloaded at its destination. This includes:

1. during loading and unloading;
2. whilst on a recognised roll-on roll-off **Vehicle** ferry; and
3. whilst temporarily housed on or off a **Vehicle** in the course of transit.

Plant

1. Plant;
2. scaffolding and equipment; and
3. site huts and temporary buildings,
owned by **You** and used in connection with the **Contract**.

Sum Insured

The amount shown as the 'Sum Insured' on the **Schedule**, which is the most **We** will pay for the corresponding loss.

Unattended Vehicle

Any **Vehicle** that has been left with no one in charge who is able to observe any attempt to interfere with it and with a prospect of preventing any unauthorised interference.

Vehicle

Any vehicle designed to carry people or **Property**, including its trailer and accessories. This also includes any trailer whilst temporarily detached from the vehicle.

What is covered

We provide the following cover up to the corresponding **Sum Insured**.

Damage to Insured Property

1. Where shown on the **Schedule**, **We** will cover **You** for **Damage** occurring during the **Period of Insurance** to:
 - a. **Plant**; and
 - b. **Hired in Plant**,within the **Territorial Limits**, including whilst **In Transit**.

Additional covers

We will also provide the additional covers shown below, up to the corresponding **Sum Insured**.

We will cover:

Continuing hire charges

1. following covered **Damage** to **Hired in Plant**, **Your** liability to pay hire charges for any **Damaged** item, after the date of **Damage**.

Immobilised plant

2. reasonable and necessary costs incurred by **You** to recover any **Insured Property** that has accidentally become immobilised during normal operations in the course of the **Business** during the **Period of Insurance**.

Removal of debris

3. the reasonable and necessary costs incurred with **Our** prior agreement to:
 - a. remove debris of or from;
 - b. dismantle or demolish; and
 - c. shore up or prop,any **Insured Property** following **Damage** covered under this section of the **Policy**.

Professional fees

4. the reasonable and necessary fees of any:
 - a. architects, surveyors, consulting engineers and agricultural valuers; and
 - b. lawyers and other professionals,incurred with **Our** prior agreement in the repair or reinstatement of any **Insured Property** following **Damage** covered under this section of the **Policy**.

Indemnity to sub-contractors

5. any nominated or domestic sub-contractor for **Damage** to any **Insured Property**, where required under the terms of the **Contract**. Cover will be provided as if the sub-contractor were **You**.

Loss of keys

6. the cost of replacing the lock cylinder if the key to any immobiliser permanently fitted to a **Vehicle** forming part of any **Insured Property** is lost or stolen during the **Period of Insurance**.

Damage whilst In Transit

7. following covered **Damage** to **Insured Property** whilst **In Transit**, **We** will cover:
 - a. **Damage** to tarpaulin, sheets and ropes whilst being carried on a road **Vehicle** operated by **You**;
 - b. the costs of transferring **Insured Property** to another **Vehicle** and delivering them to the original destination or returning them to the place of dispatch. **We** will only provide this cover following fire, collision or overturning of the **Vehicle** on which the items are being carried;
 - c. the costs of re-loading the **Insured Property** onto a road **Vehicle** from which they have fallen;
 - d. the costs of removing debris and clearing a site incurred as a result of the **Damage**;
 - e. the costs of breaking up or dismantling any **Insured Property**; and
 - f. the costs reasonably incurred by **You** to avoid or minimise any **Damage** occurring to **Insured Property** whilst **In Transit** which would be covered under this section of the **Policy**.

What We do not cover

The following exclusions apply to this section of the **Policy**, in addition to the **General Exclusions**.

We do not cover:

1. **Damage** caused by:

Gradual causes

- a. gradual deterioration, wear and tear, rust, mould or mildew;

Sonic bang

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

Faulty design

- c. faulty or defective design or materials; or

Workmanship

- d. faulty or defective workmanship.

Plant breakdown

2. **Damage** caused by its own mechanical or electrical breakdown or failure to any:
 - a. **Plant**; or
 - b. **Hired in Plant**, including where under a leasing or hire purchase agreement.

Relief from liability

3. **Damage** to any **Insured Property** for which **You** have been relieved of any liability under the **Contract**.

Shortage

4. loss caused by inventory loss or unexplained shortage, disappearance, misfiling or misplacing information.

Untraceable damage

5. **Damage** which cannot be traced to a specific event.

Maintenance

6. the cost of routine maintenance, upkeep and making-good of **Insured Property**.

Vehicles

7. **Damage** to any motor **Vehicle** designed or licensed for road use, including its accessories and trailers, caravans, locomotives, rolling stock, watercraft or aircraft, including drones. However, **We** will still cover **Vehicles** that are used solely as a tool of the trade.

Consequential loss

8. any indirect losses, other than where specifically covered.

Fines and penalties

9. liquidated damages, fines or other penalties under contract, including for delay or non-completion.

Stopped works

10. **Damage** occurring if no work has been carried out at the **Contract Site** for more than 90 consecutive days, unless **We** have agreed in writing to provide cover.

Immobilised plant

11. **Damage** under **Additional cover**, Immobilised plant caused:
 - a. during the recovery of the **Insured Property**; or
 - b. by the item's own mechanical or electrical breakdown or failure. However, **We** will still pay covered **Damage** caused by an error or omission of the driver or operator; or
 - c. by a failure to maintain the **Insured Property**.

Debris

12. any costs or expenses under **Additional cover**, Removal of debris incurred in removing debris from anywhere other than the site of the **Damage** and the area immediately adjacent to it.

Sea and air transit

13. **Damage** to **Insured Property** whilst in transit by air or sea.

Unattended Vehicles

14. **Damage** to any item whilst in an **Unattended Vehicle** unless every window, door, roof and windscreen is securely closed, locked and properly fastened.

Damage whilst In Transit

15. **Damage** to any item whilst **In Transit** caused by:
 - a. depreciation, delay or inadequate documentation;
 - b. breakdown of refrigeration equipment;
 - c. defective packaging;
 - d. contamination;
 - e. the carriage of explosives or any dangerous goods, as defined in the Road Haulage Association Conditions of Carriage;
 - f. the carriage of livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco, cigars, cigarettes, audio or video equipment, non-ferrous metals, scrap, money, bonds, securities or

computers, unless specified in the **Schedule**;

- g.
 - i. theft or attempted theft from; or
 - ii. storm to;

any soft-topped, open-topped, open-sided or curtain-sided **Vehicle** or trailer. This does not apply if the **Vehicle** or trailer is stolen at the same time;
- h. loading or unloading of any **Vehicle** whilst on any ferry;
- i. dismantling, installation, erection or testing;
- j. riot, strike or civil commotion occurring outside the **Territorial Limits**, confiscation, nationalization, requisition, destruction or **Damage** by any government or local authority; or
- k. the dishonesty of anyone to whom the **Insured Property** have been handed over.

Terrorism

- 16. Damage caused by **Terrorism**.

Section conditions - what You must do

The following conditions apply to this section of the **Policy**, in addition to the **General Conditions**.

Registration of plant

- 1. **You** must ensure that each item of **Plant** with an individual **Sum Insured** more than £2,500 is registered with:
 - a. TER – the National Plant and Equipment Register; or
 - b. any other plant registration company that has been approved by **Us** in writing.

We will not cover any **Plant** under this section of the **Policy** where **You** have not complied with this condition.

Scaffolding

- 2. **You** must ensure that each item of scaffolding equipment is security marked.

We will not cover any item of scaffolding equipment under this section of the **Policy** where **You** have not complied with this condition.

Claims settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

Maximum payment

1. The most **We** will pay for any claim is the corresponding **Sum Insured** shown on the **Schedule**. Unless stated otherwise, all limits below or in the **Schedule** are included within and are subject to the **Sum Insured**.

Repair and replacement

2. In the event of covered **Damage** to **Insured Property** which has been:
 - a. entirely lost or destroyed, **We** will pay the cost of replacing the item; or
 - b. partially **Damaged**, **We** will pay the cost of repairing the item, but **We** will not pay more than **We** would have paid if the item had been entirely lost or destroyed.

Specific limits

3. The most **We** will pay for certain items and categories of item is limited below. These sub-limits are included within the corresponding overall **Sum Insured**:

Immobilised plant:	£25,000	in total for all incidents
Loss of keys:	£500	per incident
Damage to Insured Property whilst In Transit :	£10,000	in total for all incidents

Underinsurance

4.
 - a. If at the time of **Damage** the **Sum Insured** is less than the cost to replace the **Insured Property**, **We** will reduce the amount **We** pay in proportion to the difference between the **Sum Insured** and the true cost of replacement. **We** will apply the following calculation:

$$\frac{\text{Sum Insured}}{\text{Total cost of replacement}} \times \text{amount of the loss}$$

- b. For **Damage** to any **Insured Property In Transit**, if at the time of **Damage** the value of any **Insured Property** contained in any one **Vehicle** or container exceeds the limit shown in the **Schedule**, **We** will reduce the amount **We** pay in proportion to the difference between the amount shown in the **Schedule** and the true value of the **Insured Property** contained in the **Vehicle**. **We** will apply the following calculation:

$$\frac{\text{Vehicle limit on Schedule}}{\text{Total value of items on the Vehicle}} \times \text{amount of the loss}$$

Excess

5. **We** will not cover the amount of the **Excess**.

Reinstatement of Sum Insured

6. After any item covered under this section of the **Policy** has been repaired or replaced, **We** will automatically reinstate the corresponding **Sum Insured**. **We** may require **You** to pay an additional premium and make additions or variations to any protections in place in respect of such items.

Other interests

7. When paying a claim, **We** will take into account the interests of anyone who **You** have declared to **Us** as having a legal interest in the **Insured Property**.

Weather events within 72 hours

8. All **Damage** occurring within the same consecutive 72 hour period which is caused by earthquake, storm, flood, water **Damage**, subsidence or collapse will be treated as once incident of loss. **You** will only be required to pay one **Excess** for all such **Damage**.

09

Property damage – tools

This section of the **Policy** provides cover for **Damage to Employee's Tools**. The **Schedule** will show which of these items are covered.

Property damage – tools

This section of the **Policy** provides cover for **Damage** to **Employee's Tools**. The **Schedule** will show which of these items are covered.

Section definitions

The following definitions apply to this section of the **Policy**, in addition to the **General Definitions**.

Employee's Tools

Tools and **Personal Effects** of any principal, partner or **Employee** of **Yours**. However, 'Employee's Tools' does not include:

1. motor **Vehicles**;
2. gold or silver items, watches or jewellery; or
3. money.

In Transit

In transit in or on any road **Vehicle** operated by **You** or a haulier, or by parcel, post or rail, from the time the item is lifted to the time it is unloaded at its destination. This includes:

1. during loading and unloading;
2. whilst on a recognised roll-on roll-off **Vehicle** ferry; and
3. whilst temporarily housed on or off a **Vehicle** in the course of transit.

Personal Effects

Personal belongings of any principal, partner or **Employee** of **Yours**. However, 'Personal Effects' does not include money, credit cards, radios, televisions or jewellery.

Sum Insured

The amount shown as the 'Sum Insured' on the **Schedule**, which is the most **We** will pay for the corresponding loss.

Unattended Vehicle

Any **Vehicle** that has been left with no one in charge who is able to observe any attempt to interfere with it and with a prospect of preventing any unauthorised interference.

Vehicle

Any vehicle designed to carry people or **Property**, including its trailer and accessories. This also includes any trailer whilst temporarily detached from the vehicle.

What is covered

We provide the following cover up to the corresponding **Sum Insured**.

Damage to Employee's Tools

1. **Damage** occurring to **Employee's Tools** during the **Period of Insurance** within the **Territorial Limits**, including whilst **In Transit**.

Additional covers

We will also provide the additional covers shown below, up to the corresponding **Sum Insured**.

Damage whilst In Transit

1. following covered **Damage** to **Employee's Tools** whilst **In Transit**, **We** will cover:
 - a. **Damage** to tarpaulin, sheets and ropes whilst being carried on a road **Vehicle** operated by **You**;
 - b. the costs of transferring **Employee's Tools** to another **Vehicle** and delivering them to the original destination or returning them to the place of dispatch. **We** will only provide this cover following fire, collision or overturning of the **Vehicle** on which the items are being carried;
 - c. the costs of re-loading the **Employee's Tools** onto a road **Vehicle** from which they have fallen;
 - d. the costs of removing debris and clearing a site incurred as a result of the **Damage**;
 - e. the costs of breaking up or dismantling any **Employee's Tools**; and
 - f. the costs reasonably incurred by **You** to avoid or minimise any **Damage** occurring to **Employee's Tools** whilst **In Transit** which would be covered under this section of the **Policy**.

What We do not cover

The following exclusions apply to this section of the **Policy**, in addition to the **General Exclusions**.

We do not cover:

1. **Damage** caused by:

Gradual causes

- a. gradual deterioration, wear and tear, rust, mould or mildew;

Sonic bang

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

Faulty design

- c. faulty or defective design or materials; or

Workmanship

- d. faulty or defective workmanship.

Employee's tools on vehicles

2. **Damage** to **Employee's Tools** whilst on or attached to a **Vehicle** licensed for road use.

Shortage

3. loss caused by inventory loss or unexplained shortage, disappearance, misfiling or misplacing information.

Untraceable damage

4. **Damage** which cannot be traced to a specific event.

Maintenance

5. the cost of routine maintenance, upkeep and making-good of any **Employee's Tool**.

Vehicles

6. **Damage** to any motor **Vehicle** designed or licensed for road use, including its accessories and trailers, caravans, locomotives, rolling stock, watercraft or aircraft, including drones. However, **We** will still cover **Vehicles** that are used solely as a tool of the trade.

Consequential loss

7. any indirect losses, other than where specifically covered.

Fines and penalties

8. liquidated damages, fines or other penalties under contract, including for delay or non-completion.

Sea and air transit

9. **Damage** to **Employee's Tools** whilst in transit by air or sea.

Unattended Vehicles

10. **Damage** to any item whilst in an **Unattended Vehicle** unless every window, door, roof and windscreen is securely closed, locked and properly fastened.

Damage whilst In Transit

11. **Damage** to any item whilst **In Transit** caused by:
 - a. depreciation, delay or inadequate documentation;
 - b. breakdown of refrigeration equipment;
 - c. defective packaging;
 - d. contamination;
 - e. the carriage of explosives or any dangerous goods, as defined in the Road Haulage Association Conditions of Carriage;
 - f. the carriage of livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco, cigars, cigarettes, audio or video equipment, non-ferrous metals, scrap, money, bonds, securities or computers, unless specified in the **Schedule**;
 - g.
 - i. theft or attempted theft from; or
 - ii. storm to;

any soft-topped, open-topped, open-sided or curtain-sided **Vehicle** or trailer. This does not apply if the **Vehicle** or trailer is stolen at the same time;

- h. loading or unloading of any **Vehicle** whilst on any ferry;
- i. dismantling, installation, erection or testing;
- j. riot, strike or civil commotion occurring outside the **Territorial Limits**, confiscation, nationalization, requisition, destruction or **Damage** by any government or local authority; or
- k. the dishonesty of anyone to whom the **Employee's Tools** have been handed over.

Terrorism

12. **Damage** caused by **Terrorism**.

Claims settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

Maximum payment

1. The most **We** will pay for any claim is the corresponding **Sum Insured** shown on the **Schedule**. Unless stated otherwise, all limits below or in the **Schedule** are included within and are subject to the **Sum Insured**.

Specific limits

2. The most **We** will pay for certain items and categories of items is limited below. These sub-limits are included within the overall **Sum Insured** for **Employee's Tools**:

Damage to Employee's Tools , other than Personal Effects , whilst In Transit :	£10,000	in total for all incidents
Damage to Personal Effects :	£250	per incident

Repair and replacement

3. In the event of covered **Damage** to **Employee's Tools** which has been:
- a. entirely lost or destroyed, **We** will pay the cost of replacing the item; or
 - b. partially **Damaged**, **We** will pay the cost of repairing the item, but **We** will not pay more than **We** would have paid if the item had been entirely lost or destroyed.

Underinsurance

- 4.
- a. If at the time of **Damage** the **Sum Insured** is less than the cost to replace the **Employee's Tools**, **We** will reduce the amount **We** pay in proportion to the difference between the **Sum Insured** and the true cost of replacement. **We** will apply the following calculation:

$$\frac{\text{Sum Insured}}{\text{Annual Gross Revenue}} \times \text{amount of the loss}$$

- b. For **Damage** to **Employee's Tools In Transit**, if at the time of **Damage** the value of the **Employee's Tools** contained in any one Vehicle or container exceeds the limit shown in the **Schedule**, **We** will reduce the amount **We** pay in proportion to the difference between the amount shown in the **Schedule** and the true value of **Employee's Tools** contained in the **Vehicle**. **We** will apply the following calculation:

$$\frac{\text{Goods In Transit limit on Schedule}}{\text{Total value of items on the Vehicle}} \times \text{amount of the loss}$$

Excess

5. **We** will not cover the amount of the **Excess**.

Reinstatement of Sum Insured

6. After any item covered under this section of the **Policy** has been repaired or replaced, **We** will automatically reinstate the corresponding **Sum Insured**. **We** may require **You** to pay an additional premium and make additions or variations to any protections in place in respect of such items.

Other interests

7. When paying a claim, **We** will take into account the interests of anyone who **You** have declared to **Us** as having a legal interest in the **Employee's Tools**.

Weather events within 72 hours

8. All **Damage** occurring within the same consecutive 72 hour period which is caused by earthquake, storm, flood, water **Damage**, subsidence or collapse will be treated as once incident of loss. **You** will only be required to pay one **Excess** for all such **Damage**.

10

Property damage – contract works

This section of the **Policy** provides cover for **Damage** to **Works**. The **Schedule** will show which of these items are covered.

Property damage – contract works

This section of the **Policy** provides cover for **Damage to Works**. The **Schedule** will show which of these items are covered.

Section definitions

The following definitions apply to this section of the **Policy**, in addition to the **General Definitions**.

Contract

Any contract or agreement entered into by **You** to carry out works in the course of the **Business**.

Contract Site

Any site where **You** are carrying out work under a **Contract**.

Estimated Contract Price

The estimated:

1. valuation of the **Works**; or
2. **Contract** price,
at the start of the **Contract** or **Works**, including the value of any **Free Issue Materials**.

Existing Structures

Any **Property**, including any fixtures and fittings, which formed part of any structure before commencement of the **Contract**.

Free Issue Materials

Any materials:

1. which are intended to be incorporated into the **Works**;
2. which have been issued free to **You** by or on behalf of **Your** employer;
3. which **You** are responsible for under the terms of the **Contract**; and
4. the value of which will not be included in the final valuation of the **Works** or the final contract price.

Maintenance Period

The period set out in the **Contract** during which **You** are responsible for rectifying defects, up to a maximum of 12 months.

Maximum Contract Price

The price shown on the **Schedule** as 'Maximum Contract Price', being the maximum price of a **Contract We** will cover under this section of the **Policy**.

Practical Completion

Works which are completed other than for the prospective buyer or tenant's choice of decorations or final fixtures or fittings.

Sum Insured

The amount shown as the 'Sum Insured' on the **Schedule**, which is the most **We** will pay for the corresponding loss.

Unattended Vehicle

Any **Vehicle** that has been left with no one in charge who is able to observe any attempt to interfere with it and with a prospect of preventing any unauthorised interference.

Vehicle

Any vehicle designed to carry people or **Property**, including its trailer and accessories. This also includes any trailer whilst temporarily detached from the vehicle.

Works

1. Temporary or permanent works that have been completed or are to be completed as part of a **Contract**; and
2. materials intended to be incorporated into the works, whilst those materials are:
 - a. on or adjacent to; or
 - b. in transit to or from,
the **Contract Site**.

What is covered

We provide the following cover up to the corresponding **Sum Insured**.

Damage to Works

1. Where shown on the **Schedule**, We will cover **You** for **Damage** occurring to **Works** during the **Period of Insurance** within the **Territorial Limits**.

Additional covers

We will also provide the additional covers shown below, up to the corresponding **Sum Insured**.

We will cover:

Expediting expenses

1. reasonable and necessary costs incurred by **You** for:
 - a. night work;
 - b. overtime work on public holidays; and
 - c. special delivery,to reinstate or repair any **Works**.

Removal of debris

2. the reasonable and necessary costs incurred with **Our** prior agreement to:
 - a. remove debris of or from;
 - b. dismantle or demolish; and
 - c. shore up or prop,any **Works** following **Damage** covered under this section of the **Policy**.

Professional fees

3. the reasonable and necessary fees of any:
 - a. architects, surveyors, consulting engineers and agricultural valuers; and
 - b. lawyers and other professionals,incurred with **Our** prior agreement in the repair or reinstatement of any **Works** following **Damage** covered under this section of the **Policy**.

Indemnity to sub-contractors

4. any nominated or domestic sub-contractor for **Damage** to any **Works**, where required under the terms of the **Contract**. Cover will be provided as if the sub-contractor were **You**.

Off-site storage

5. **Damage** occurring during the **Period of Insurance** to:
 - a. the **Works**; and
 - b. any materials stored separately and specifically identified for incorporation into the **Works**,whilst in storage away from the **Contract Site** anywhere within the **Territorial Limits**.

Redrawing plans and documents

6. reasonable and necessary costs incurred by **You** to rewrite or redraw plans, drawings or other documents following covered **Damage** to **Works**.

Show properties

7. **Damage** occurring during the **Period of Insurance** to show properties, including their contents, that **You** own or are responsible for.

Speculative building

8. **Damage** occurring during the **Period of Insurance** to any private residential building You have built on a speculative basis, until the earlier of:
 - a. the date **You** sell, lease or rent the building; or
 - b. 60 days after **Practical Completion**.

Taken into use

9. **Damage** occurring during the **Period of Insurance** to any part of the **Works** that have been taken into use as a private residential building or office, until the earlier of the date when:
 - a. a certificate of completion is issued; or
 - b. the permanent **Works** have been completed and handed over to **Your** employer.

Damage whilst In Transit

10. following covered **Damage** to materials whilst in transit to and from the **Contract Site**, **We** will cover:
 - a. **Damage** to tarpaulin, sheets and ropes whilst being carried on a road **Vehicle** operated by **You**;
 - b. the costs of transferring such materials to another **Vehicle** and delivering them to the **Contract Site** or returning them to the place of dispatch. **We** will only provide this cover following fire, collision or overturning of the **Vehicle** on which the items are being carried;
 - c. the costs of re-loading the materials onto a road **Vehicle** from which they have fallen;
 - d. the costs of removing debris and clearing a site incurred as a result of the **Damage**;
 - e. the costs of breaking up or dismantling any such materials; and
 - f. the costs reasonably incurred by **You** to avoid or minimise any **Damage** occurring to such materials whilst in transit which would be covered under this section of the **Policy**.

What We do not cover

The following exclusions apply to this section of the **Policy**, in addition to the **General Exclusions**.

We do not cover:

Works post-completion

1. **Damage** to any part of the permanent **Works**:
 - a. for which a certificate of completion has been issued;
 - b. which have been completed and handed over to **Your** employer; or
 - c. which have been taken into use.

However, **We** will still cover such **Damage** if it occurs:

- i. during the **Maintenance Period** but caused before the start of the **Maintenance Period**;
- ii. while **You** are carrying out **Your** obligations under the **Maintenance Period**; or
- iii. within 14 days of the issue of a certificate of completion, where **You** are responsible for the **Works** under the **Contract**.

2. **Damage** caused by:

Gradual causes

- a. gradual deterioration, wear and tear, rust, mould or mildew;

Sonic bang

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

Faulty design

- c. faulty or defective design or materials; or

Workmanship

- d. faulty or defective workmanship.

Existing structures

3. **Damage** to any **Existing Structures**.

Relief from liability

4. **Damage** to any **Works** for which **You** have been relieved of any liability, and shall not be required to pay for, under the **Contract**.

Shortage

5. loss caused by inventory loss or unexplained shortage, disappearance, misfiling or misplacing information.

Untraceable damage

6. **Damage** which cannot be traced to a specific event.

Maintenance

7. the cost of routine maintenance, upkeep and making-good of any **Works**.

Vehicles

8. **Damage** to any motor **Vehicle** designed or licensed for road use, including its accessories and trailers, caravans, locomotives, rolling stock, watercraft or aircraft, including drones. However, **We** will still cover **Vehicles** that are used solely as a tool of the trade.

Consequential loss

9. any indirect losses, other than where specifically covered.

Fines and penalties

10. liquidated damages, fines or other penalties under contract, including for delay or non-completion.

Stopped works

11. **Damage** occurring if no work has been carried out at the **Contract Site** for more than 90 consecutive days, unless **We** have agreed in writing to provide cover.

Maximum contract price

12. **Damage** in relation to any **Contract** where the **Contract** price exceeds the **Maximum Contract Price**.

Debris

13. any costs or expenses under **Additional cover**, Removal of debris incurred in removing debris from anywhere other than the site of the **Damage** and the area immediately adjacent to it.

Sea and air transit

14. **Damage** to materials whilst in transit by air or sea.

Unattended Vehicles

15. **Damage** to any item whilst in an **Unattended Vehicle** unless every window, door, roof and windscreen is securely closed, locked and properly fastened.

Damage whilst in transit

16. **Damage** to any materials whilst in transit caused by:
 - a. depreciation, delay or inadequate documentation;
 - b. breakdown of refrigeration equipment;
 - c. defective packaging;
 - d. contamination;
 - e. the carriage of explosives or any dangerous goods, as defined in the Road Haulage Association Conditions of Carriage;

- f. the carriage of livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco, cigars, cigarettes, audio or video equipment, non-ferrous metals, scrap, money, bonds, securities or computers, unless specified in the **Schedule**;
- g.
 - i. theft or attempted theft from; or
 - ii. storm to;
any soft-topped, open-topped, open-sided or curtain-sided **Vehicle** or trailer. This does not apply if the **Vehicle** or trailer is stolen at the same time;
- h. loading or unloading of any **Vehicle** whilst on any ferry;
- i. dismantling, installation, erection or testing;
- j. riot, strike or civil commotion occurring outside the **Territorial Limits**, confiscation, nationalization, requisition, destruction or **Damage** by any government or local authority; or
- k. the dishonesty of anyone to whom such materials have been handed over.

Terrorism

17. **Damage** caused by **Terrorism**.

Claims settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

Maximum payment

1. The most **We** will pay for any claim is the corresponding **Sum Insured** shown on the **Schedule**. Unless stated otherwise, all limits below or in the **Schedule** are included within and are subject to the **Sum Insured**.

Repair and replacement

2. In the event of covered **Damage** to **Works** which has been:
- a. entirely lost or destroyed, **We** will pay the cost of replacing the item; or
 - b. partially **Damaged**, **We** will pay the cost of repairing the item, but **We** will not pay more than **We** would have paid if the item had been entirely lost or destroyed.

Damage to works

3. For **Damage** to **Works**, the most **We** will pay is 125% of the **Estimated Contract Price**. This limit includes any payment made by **Us** under any **Additional cover** in relation to those **Works** or that **Contract**.

Specific limits

4. The most **We** will pay for certain items and categories of item is limited below. These sub-limits are included within the corresponding overall **Sum Insured**:

Expediting expenses:	25%	of the amount the repairs or reinstatement have cost if the expenses had not been incurred
Off-site storage:	£25,000	per incident
Redrawing plans and documents:	£5,000	per incident
Show properties:	£5,000	per property per incident
Damage to materials whilst in transit:	£10,000	in total for all incidents

Public authority requirements

5. In the event of covered **Damage** to **Works**, **We** will also pay additional costs incurred solely to comply with any law, regulation or requirement of any public authority. However, **We** do not cover:
 - a. such costs relating to any **Damage** not covered by this section of the **Policy**;
 - b. costs where notice of the requirement was served on **You** before the **Damage** occurred;
 - c. costs where an existing requirement must be completed within a stipulated period;
 - d. costs relating to any part of the **Works** that have not suffered **Damage**, other than foundations; or
 - e. any charge or assessment arising from any increase in the **Work's** value as a result of complying with the requirements.

Rebuilding to your requirements

6. If the **Works** are destroyed, **You** may rebuild them on another site and in any manner suitable to **Your** needs, provided that **We** will not pay more than **We** would have paid if **You** rebuild them as they were originally built and on the original site.

Underinsurance

7. If at the time of **Damage** the **Sum Insured** is less than the cost to replace the **Works**, **We** will reduce the amount **We** pay in proportion to the difference between the **Sum Insured** and the true cost of replacement. **We** will apply the following calculation:

$$\frac{\text{Sum Insured}}{\text{Total cost of replacement}} \times \text{amount of the loss}$$

Excess

8. **We** will not cover the amount of the **Excess**.

Reinstatement of Sum Insured

9. After any item covered under this section of the **Policy** has been repaired or replaced, **We** will automatically reinstate the corresponding **Sum Insured**. **We** may require **You** to pay an additional premium and make additions or variations to any protections in place in respect of such items.

Other interests

10. When paying a claim, **We** will take into account the interests of anyone who **You** have declared to **Us** as having a legal interest in the **Works**.

Weather events within 72 hours

11. All **Damage** occurring within the same consecutive 72 hour period which is caused by earthquake, storm, flood, water **Damage**, subsidence or collapse will be treated as once incident of loss. **You** will only be required to pay one **Excess** for all such **Damage**.

11

Terrorism

This section of the **Policy** provides cover for **Damage** to property and interruption to the **Business** arising from **Terrorism**

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Section definitions

The following definitions apply to this section of the **Policy**, in addition to the **General Definitions**.

Computer Systems

Computer or other equipment, component, system or item which processes, stores, transmits or receives **Data**.

Damage to Property by Terrorism

Damage occurring during the **Period of Insurance** and caused by **Terrorism** to any **Property** covered under any other section of this **Policy**.

Data

Any data, including:

1. tangible or intangible data;
2. programmes or software;
3. cryptographic keys;
4. databases, documents, files and storage media;
5. domain names or network address or anything similar;
6. interfaces, metadata, platforms, processing capability; and
7. bandwidth, transaction gateways, user credentials, websites, or any information whatever.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or **Computer Systems**. This includes the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions by other **Computer Systems**.

Hacking

Unauthorised access to any **Computer Systems**, whether belonging to **You** or not.

Limit of Indemnity

The amount shown as the 'Limit of Indemnity' on the **Schedule**, which is the most **We** will pay for the corresponding claim.

Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State by statutory instrument, being an installation designed or adapted for:

1. the production or use of atomic energy;
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
3. the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

Any plant, machinery, equipment or appliance designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Phishing

Any actual or attempted access to **Data** or information using misrepresentation or deception.

Private Individual

Any person, other than a:

1. trustee or body of trustees where insurance is arranged under the terms of a trust; or
2. person who owns **Residential Property** for the purpose of their business as a sole trader.

Remote Digital Interference

Any:

1. **Virus or Similar Mechanism;**
2. **Phishing;**
3. **Denial of Service Attack;** or
4. **Hacking,**

occurring during the **Period of Insurance** and caused by **Terrorism**.

Residential Property

Houses, blocks of flats and other dwellings, including household contents and personal possessions.

Sum Insured

The amount shown as the 'Sum Insured' on the **Schedule**, which is the most **We** will pay for the corresponding loss.

Terrorism

Any act, not limited to an act of force or violence, or threat:

1. by any person, group of persons;
2. whether acting alone or in connection with any organisation or government;
and
3. which has the intention of influencing or overthrowing Her Majesty's government in the United Kingdom of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, any other government de jure or de facto or any international governmental organisation.

Territorial Limits

England, Scotland, Wales (but not the territorial seas adjacent to England, Scotland or Wales) as defined by the Territorial Sea Act 1987, or the Channel Islands and the Isle of Man.

Virus or Similar Mechanism

Any programme code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, **Computer Systems** or operations, whether or not involving self-replication. This includes Trojan horses, worms and logic bombs.

What is covered

Where shown on the **Schedule**, **We** provide the following cover up to the corresponding **Sum Insured**.

Damage to Property by a terrorist act

1. **We** will cover **You** for **Damage to Property by Terrorism** within the **Territorial Limits**.

Business interruption

2. **We** will cover **You** for **Your** financial losses resulting from an interruption or interference with the **Business** carried on by **You** at the **Premises** within the **Territorial Limits** as a result of **Damage to Property by Terrorism**. **We** will only provide this cover where **You** are covered under the Business Interruption section of this **Policy**.

Cyber damage

3. **We** will cover **You** for:
 - a. **Damage to Property by Terrorism**; and
 - b. **Your** business interruption losses described in 2. above, where **You** are covered under the Business Interruption section of this **Policy**,if during the **Period of Insurance** any **Computer System** suffers **Damage** or any **Data** is altered, destroyed or corrupted as a result of **Remote Digital Interference**.

What We do not cover

The following exclusions apply to this section of the **Policy**, in addition to the **General Exclusions**.

We do not cover:

1. **Damage** or interruption caused by:

Irradiation and contamination by nuclear material

- a. ionising radiation or contamination by radioactivity from any:
 - i. nuclear fuel or from the combustion of nuclear fuel; or
 - ii. nuclear waste; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

Contaminants or pollutants

- c. chemical, biological or radiological irritants, contaminants, or pollutants to any **Residential Property** insured in the name of a **Private Individual**; or

Riot and war

- d. riot, civil commotion or **war**.

Remote Digital Interference

2.

- a. Loss or **Damage** caused by **Remote Digital Interference**, unless the **Remote Digital Interference** directly causes:
 - i. fire, explosion, flood or escape of water from any tank, equipment or pipe;
 - ii. impact of any aircraft, watercraft, mechanically propelled vehicle or any item carried on such vehicle; or
 - iii. **Damage** to any building, structure, plant or machinery; or
- b. **Damage** to any **Computer System** caused by **Remote Digital Interference**. This does not apply to other covered losses arising as a result of such **Damage** or to **Damage** to any **Computer System** at **Your Premises**.

Nuclear installation or reactor

3. **Damage**, or interruption caused by **Damage**, to any **Nuclear Installation** or **Nuclear Reactor** and their fixtures and fittings, including all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**.

Requisition or confiscation of property

4. **Damage** caused by confiscation, requisition or destruction by order of the Government or any Public Authority.

Pressure waves

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

Use of heat

6. **Damage** caused to **Property** covered under any other section of this **Policy** as a result of it undergoing any process involving the application of heat.

Electrical plant

7. **Damage** to any electrical plant or electrical appliance, including any dynamo, transformer, motor or other working electrical machinery apparatus or fittings directly caused by its own over-running, short-circuiting, excessive pressure or self-heating. However, **We** will still cover **Damage** caused by fire to any other part of the plant or appliances or **Property** covered under any other section of this **Policy**

Consequential loss

8. any indirect losses arising from interruption of or interference with the **Business** caused by **Virus or Similar Mechanism** or **Hacking** or **Denial of Service Attack**.

Section conditions – what You must do

The following conditions apply to this section of the **Policy**, in addition to the **General Conditions**.

Burden of proof

1. In any action, lawsuit or other proceedings or where **We** determine that any **Damage to Property by Terrorism** is not covered by this section, the burden of proving otherwise will be on **You**.

Claims settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

Maximum payment

1. The most **We** will pay for any claim will not exceed the **Limit of Indemntiy** or **Sum Insured** in respect of any covered property sections under this **Policy**.
We will not pay **You** more than the corresponding **Limit of Indemntiy** or **Sum Insured** for the total of all losses arising out of any one occurrence.

Calculation of payment

2. All payments will be calculated in accordance with 'Claims Settlement' within the relevant Property or Business Interruption section of this **Policy**.

Premium adjustment

3. Any terms and conditions of this **Policy** that provide for any adjustments of premium at the end of or during the **Period of Insurance** do not apply to this section.

Long term agreement

4. Any terms and conditions of this **Policy** in respect of any long term agreement do not apply to this section.

Premises outside England, Wales and Scotland

5. Any terms and conditions of this **Policy** do not apply to this section in respect of any **Premises** located outside of the **Territorial Limits**.



CHISWELL INSURANCE
